

AIA International Limited

BASIC DEFINITIONS

In this Policy:

“Accident” means an unforeseen and involuntary event that occurs while this Policy is in force.

“Acquired Immunodeficiency Syndrome” or **“AIDS”** shall have the meaning ascribed to such term by the World Health Organization from time to time.

“Beneficiary” means the person or persons designated in the application form as the beneficiary under this Policy (as may be amended from time to time in accordance with this Policy).

“Chinese Medicine Practitioner” means an Independent Person who is an herbalist, a bonesetter or an acupuncturist registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance or with the local medical authorities at the place of treatment if such treatment is received outside Hong Kong.

“Chiropractor” means an Independent Person who is registered with the relevant local medical authority in the geographical area of his practice, who renders chiropractic treatment to diagnose and cure disorders of the musculoskeletal system and the effects of these disorders on the nervous system and general health.

“Commencement Date” means: i) in relation to an endorsement to this Policy, the date shown on the relevant endorsement as the “Commencement Date”; and ii) in relation to a reinstatement of this Policy, the date on which this Policy is reinstated in accordance with the terms of this Policy.

“Commercial Aircraft” means a certified passenger aircraft provided by a commercial airline on any regularly scheduled flight, and operated by a properly certified pilot flying between duly established and maintained airports, and which is certified and authorized by local government authorities for the transport of fare-paying passengers.

“Company”, “we”, “us” or “our” refers to AIA International Limited, a company incorporated in Bermuda with limited liability.

“Confinement”, “Confined” or “Confines” means admission of the Insured to a Hospital as an in-patient following the later of the Issue Date or last Commencement Date, upon the recommendation of a Registered Medical Practitioner for a Continuous Physical Stay for Medically Necessary treatment, provided that the duration of such Stay is six (6) hours or more. For the avoidance of doubt, and notwithstanding any other provisions of this Policy, an admission to Hospital will not be, or will cease to be, regarded by the Company as a Confinement for purposes of this Policy where the ensuing stay on Hospital is not a Continuous Physical Stay as defined.

“Contingent Owner” means the person named by the Owner as “Contingent Owner” in the Company’s prescribed form, who may become the Owner pursuant to the “CHANGE OF OWNERSHIP” provisions under the “OWNERSHIP PROVISIONS” of the Policy. It is only applicable for Policy with Insured under 18 years old when the Policy is issued.

“Continuous Physical Stay” or “Stay” means the continuous physical presence of the Insured as an in-patient on Hospital premises, without any physical absence or interruption throughout the period commencing from the Insured’s admission to a Hospital until his full and formal discharge therefrom.

“Covered Injury” means an Injury caused directly, independently and solely by an Accident that occurs after the later of the Issue Date or the latest Commencement Date of this Policy.

“Discharge” means the departure of the Insured from the Hospital, following finalization of all formal procedures within the Hospital to end the Confinement and billing of outstanding charges for full settlement, with no room or bed retained for the Insured at the Hospital.

“Grace Period” has the meaning ascribed to such term under the PREMIUM PROVISIONS Item (3).

“HIV Infection” shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immunodeficiency Virus, antigens or antibodies to such a Virus.

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“Hospital” means a lawfully operated institution licensed as a hospital for the care and treatment of injured or ill persons which provides facilities for diagnosis, major surgery and 24-hour nursing service and is not primarily a rest or convalescent home, or similar establishment or, other than incidentally, a place for treatment of alcoholics or drug addicts.

“Immediate Family Member” means the legally married spouse or a child or parent of the Insured or the Owner (as the case may be).

“Independent Person” means a person other than (a) the Owner or the Insured; (b) an Immediate Family Member; (c) a business partner of the Owner or the Insured; (d) the employer or employee of either the Owner or the Insured; (e) an insurance agent of the Company; or (f) an insurance intermediary or representative of the Owner or the Insured.

“Injury” means any abnormal bodily condition caused solely by Accident and independent of any other causes and not therefore due to illness or disease.

“Insured” means the person as shown on the Policy Information Page as the “Insured”.

“Issue Date” means the date shown on the Policy Information Page and is the date on which this Policy comes into force.

“Issuing Office” means: 1) where this Policy is issued in Hong Kong, AIA International Limited in Hong Kong at the address shown on the Policy Information Page; 2) where this Policy is issued in Macau, AIA International Limited in Macau at the address shown on the Policy Information Page; or 3) such other address (if any) as we may notify you in writing from time to time.

“Licensed or Graduate Nurse” means an Independent Person who, upon successful completion of a course at a recognized college or school of nursing, is legally authorized by the government of the geographical area of his or her practice to render nursing services.

“Loss of Fingers or Toes” means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

“Loss of Hearing” means the entire and irrecoverable loss of hearing.

“Loss of Limb” means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

“Loss of Sight” means the entire and irrecoverable loss of sight.

“Loss of Speech” means the disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveolobial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

“Loss of Use” means total and permanent functional disablement and is treated like the total loss of said limb or organ.

“Medically Necessary” is a medical service, procedure or supply, when in the Company's opinion, is (a) consistent with generally accepted professional standards of medical practice; (b) is required to establish a diagnosis and to provide treatment; and (c) which cannot be safely delivered in a lower level of medical care. Experimental, screening and preventive services or supplies are not considered medically necessary.

“Owner”, “You” or “Your” means the person who owns this Policy and is shown on the Policy Information Page as the “Owner”.

“Physiotherapist” means an Independent Person who is legally authorized by the government of the geographical area of his practice to render assessment and treatment service on physical disability by means of cryotherapy, heat therapy, electrotherapy, manual therapy, traction, exercise therapy and hydrotherapy.

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“Policy” consists of application of this Policy, including the application forms, any subsequent amendments, declarations and statements duly made by the Owner and/or the Insured, this policy document, the Policy Information Page and any endorsement issued by the Company.

“Policy Anniversary” means the same date of each subsequent year as the Policy Date. If the Policy Date is 29 February of a leap year, then the Policy Anniversary will be 28 February in non-leap year.

“Policy Date” means the date shown on the Policy Information Page as “Policy Date”, and is the date from which Policy Anniversaries, Policy Years, policy months and Premium Due Dates are determined.

“Policy Information Page” means the schedule headed “Policy Information Page” issued in connection with this Policy.

“Policy Year” means each twelve-month period starting on the Policy Date.

“Premium Due Date” refers to the date when the premium payment is due and payable under this Policy and as described on the Policy Information Page or as stated on our written notification as may be amended from time to time.

“Reasonable and Customary” in relation to a fee, a charge or an expense, means any fee or expense which (a) is charged for treatment, supplies (inclusive of medication) or medical services that are Medically Necessary and in accordance with standards of good medical practice for the care of an injured or ill person under the care, supervision or order of a Registered Medical Practitioner; (b) does not exceed the usual level of charges for similar treatment, supplies (inclusive of medication) or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no insurance existed. The Company reserves the right to determine whether any particular Hospital/medical charge is a Reasonable and Customary charge with reference but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. The Company reserves the right to adjust any and all benefits payable in relation to any Hospital/medical charges which in the opinion of the Company’s medical examiner is not a Reasonable and Customary charge.

“Registered Medical Practitioner” means an Independent Person qualified by degree in western medicine who is licensed to practice western medicine and legally authorized in the geographical area of his or her practice to render medical or surgical services.

“Schedule of Benefits” means the Schedule of Benefits appended to this Policy.

“Sum Assured” means the amount shown on the Schedule of Benefits as the “Sum Assured”, as amended by any subsequent increase or decrease in cover for any reason whatsoever.

“Third Degree Burns” means full thickness skin destruction due to burns.

“Total and Permanent Disability” or **“Disability”** means the complete and continuous inability of the Insured due to Covered Injury to perform or engage in any gainful work, occupation or business for which s/he is reasonably qualified or fit by his or her knowledge, training or experience.

“War” means war, whether declared or not, civil or foreign, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

GENERAL INTERPRETATION AND APPLICATION

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa.

Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy.

Schedules to this Policy form part of this Policy.

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BENEFITS PROVISIONS

While this Policy is in force, the Company shall provide the benefits of this Policy when the Insured suffers loss directly and independently due to a Covered Injury subject to the provisions, conditions and limitations contained herein or which may be endorsed hereinafter.

PART I ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

In the event that a Covered Injury is sustained by the Insured, and such Covered Injury alone solely results in death of the Insured or results in any one (1) of the losses listed hereunder commencing within one hundred and eighty (180) consecutive days after the date of the Accident (including the date of the Accident), we shall pay the benefit according to the percentage stated in the Schedule of Benefits for Accidental Death and Dismemberment as shown in Part I, up to the Sum Assured for this benefit as stated in the Schedule of Benefits:

Schedule of Benefits for Accidental Death and Dismemberment

		Percentage of Sum Assured
1.1	Loss of life	100%
1.2	Permanent total Loss of Sight (both eyes / one eye)	100%
1.3	Loss of Limb or permanent total Loss of Use of limb(s) (both limbs / one limb)	100%
1.4	Loss of Speech and Hearing	100%
1.5	Permanent and incurable insanity	100%
1.6	Permanent total Loss of Hearing of	
	(a) both ears	75%
	(b) one ear	25%
1.7	Loss of Speech	50%
1.8	Permanent total loss of the lens of one eye	50%
1.9	Loss of or the permanent total Loss of Use of four fingers and thumb of	
	(a) right hand	70%
	(b) left hand	50%
1.10	Loss of or the permanent total Loss of Use of four fingers of	
	(a) right hand	40%
	(b) left hand	30%
1.11	Loss of or the permanent total Loss of Use of one thumb	
	(a) both right joints / one right joint	30% / 15%
	(b) both left joints / one left joint	20% / 10%
1.12	Loss of or the permanent total Loss of Use of fingers	
	(a) three right joints / two right joints / one right joint	10% / 7.5% / 5%
	(b) three left joints / two left joints / one left joint	7.5% / 5% / 2%
1.13	Loss of or the permanent total Loss of Use of toes	
	(a) all-one foot	15%
	(b) great-both joints	5%
	(c) great-one joint	3%
1.14	Fractured leg or patella with established non-union	10%
1.15	Shortening of leg by at least five (5) cm	7.5%
1.16	Third Degree Burns	
	<u>Area</u>	<u>Damage as a percentage of total body surface area</u>
	(a) head	equals to or greater than 8% equals to or greater than 5% but less than 8% equals to or greater than 2% but less than 5%
	(b) body	equals to or greater than 20% equals to or greater than 15% but less than 20% equals to or greater than 10% but less than 15%
		100% 75% 50% 100% 75% 50%

If the Insured is left-handed, the percentage for the dismemberments of right hand and left hand listed in the above Schedule will be transposed.

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In the event that a series of losses as stated in the Schedule of Benefits for Accidental Death and Dismemberment shall arise out of the same Accident, no indemnity shall be paid for more than one (1) of the losses, for which the amount of indemnity payable shall be the greatest amount of indemnity as determined by us in Part I.

PART II PERMANENT TOTAL DISABILITY BENEFIT

When as a result of Covered Injury and commencing within one hundred and eighty (180) days from the date of an Accident (including the date of the Accident), the Insured has sustained a Total and Permanent Disability, and provided that such Disability has continued uninterrupted for a period of six (6) consecutive months and is total, continuous and permanent at the end of such period, the Company shall pay a Permanent Total Disability Benefit equivalent to one percent (1%) of the Sum Assured at the end of each month starting from the seventh (7th) month during the continuance of such Disability of the Insured, for not more than one hundred (100) months. The payments of this Benefit shall immediately cease if the Disability ceases or the Insured becomes able to return to work, or upon the death of the Insured.

The Permanent Total Disability Benefit is not payable in respect of any Disability arising from a Covered Injury for which the Accidental Death and Dismemberment Benefit under Part I is payable.

PART III ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT BENEFIT

While this Policy is in force and subject to the maximum amount per Accident for the Accidental Medical Expenses Reimbursement Benefit as shown on the Policy Information Page (or in the relevant endorsement if such amount is changed subsequently) and the terms and conditions set out herein, the Company shall reimburse the Reasonable and Customary charges for actual expenses incurred within fifty-two (52) weeks from the date of an Accident for:

- (a) Medically Necessary medical or surgical treatment of the Insured for a Covered Injury by a Registered Medical Practitioner;
- (b) Medically Necessary Confinement of the Insured in Hospital for a Covered Injury;
- (c) Medically Necessary nursing services provided to the Insured by a Licensed or Graduate Nurse in the Insured's home within 31 days after the Insured's Confinement in Hospital for a Covered Injury which is prescribed by the Insured's attending Registered Medical Practitioner as part of the Insured's rehabilitation from such Covered Injury; and/or
- (d) Medically Necessary bone-setting or acupuncture treatment of the Insured for a Covered Injury by a bone-setter or Chinese Medicine Practitioners, and/or Medically Necessary treatment of the Insured by a Chiropractor and/or Physiotherapist which is prescribed by a Registered Medical Practitioner of this Policy. Regardless of whether a Covered Injury involves the fracture(s) of bone(s), the aggregate amount of benefit is subject to the maximum limit per visit and the maximum number of visits shown in the Schedule of Benefits.

LIMITATIONS OF BENEFIT APPLICABLE TO PART I, PART II AND PART III

- (a) Regardless of the number of Accidents and covered losses sustained by the Insured, the total maximum liability of the Company under Part I and Part II shall not exceed one hundred percent (100%) of the Sum Assured.
- (b) The Sum Assured of Part I and Part II, which is, in whole or in part, applicable to the determination of benefit amount(s) payable under Part I and/or Part II, will be reduced by any benefit amount(s) paid thereunder. Consequently, the Sum Assured of Part III will also be reduced according to the ratio of the current Sum Assured of Part I and/or Part II bears to the original Sum Assured. At such time, and regardless of the mode of payment of premiums, the premium shall be reduced correspondingly from the next Policy month following the date of payment of benefits, and calculated based on the current Sum Assured of Part I and/or Part II of this Policy.
- (c) In the case of a Covered Injury which results in a loss payable under Part III only, the Sum Assured of Part I and/or Part II does not change. Hence, the current Sum Assured under Part III for any subsequent Accident will be equal to the current Sum Assured under Part III of this Policy.
- (d) Where the Sum Assured is decreased to zero as a result of benefit(s) paid under Part I and/or Part II herein, this Policy shall terminate.

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PART IV COMPASSIONATE DEATH BENEFIT

While this Policy is in force, upon the death of the Insured, whether due to Accident or natural cause, the Company shall pay the Compassionate Death Benefit as stated on the Schedule of Benefits or any endorsement provided proof of such death is furnished to the Company.

This Compassionate Death Benefit will not affect any payments in the nature of a compassionate death benefit paid and / or payable under other policies and supplementary contracts issued by the Company and/or AIA Company Limited in respect of the same Insured.

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SAMPLE

EXCLUSIONS

Except for the Compassionate Death Benefit under Part IV of BENEFITS PROVISIONS, this Policy shall not apply to any event or loss caused directly or indirectly, wholly or partly by any of the following:

- 1) war, declared or undeclared, or revolution;
- 2) served in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
- 3) violation or attempted violation of the law or resistance to arrest;
- 4) suicide or attempted suicide or self-inflicted Injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or is sustained whilst the Insured is in a state of insanity;
- 5) ptomaines or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound);
- 6) accident occurring while or because the Insured is under the influence of alcohol or any non-prescribed drug;
- 7) in the case of a woman, pregnancy, miscarriage, childbirth, or any complications concerning therewith notwithstanding that such event may have been accelerated or induced by Injury;
- 8) the Insured entering, exiting, operating, servicing, or being transported by any aircraft, aerial device or conveyance, except as a fare-paying passenger (not as a pilot / operator or a member of the aircrew) in any properly licensed private aircraft and/or Commercial Aircraft;
- 9) the Insured engaging in a sport in a professional capacity or where the Insured would or could earn income or remuneration from engaging in such sport;
- 10) the Insured, while on duty as a professional driver, entering, driving, operating, servicing, riding in or exiting any land vehicle or conveyance outside the territorial limits of Hong Kong and Macau;
- 11) assault, murder, riot, civil commotion, strikes or making an arrest while the Insured is employed as a full or part-time police officer, or cadet officer or is an officer or member of the Correctional Services Department;
- 12) riot, civil commotion or strikes while the Insured is employed as a fireman or is on duty as a fireman in the course of extinguishing fires or protecting life and property in case of fire;
- 13) any treatment or investigation which is not Medically Necessary or consistent in accordance with standards of good medical practice;
- 14) any kind of disease and illness;
- 15) Acquired Immunodeficiency Syndrome (AIDS) or any complications associated with infection by any Human Immunodeficiency Virus (HIV);
- 16) any congenital defect or anomaly which has manifested or was diagnosed before the Insured attains seventeen (17) years of age;
- 17) routine health checks, any investigation(s) not directly related to admission, diagnosis, illness or Injury, or any treatment or investigation which is not Medically Necessary, or convalescence, custodian or rest care;
- 18) cosmetic or plastic surgery or any elective surgery; or
- 19) treatment for dental care or surgery, unless necessitated by Injury caused by an Accident to sound natural teeth (excluding denture and related expenses).

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CLAIMS PROCEDURES

1. NOTICE OF CLAIM

Subject to applicable law, written notice of claim must be given to the Company within thirty (30) days after the date of loss, and in the event of death, immediate notice in writing must be given to the Company. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

2. PROOF OF LOSS

The Company, upon receipt of such notice of claim, shall furnish to the claimant forms for filing proof of loss, which must be fully and truthfully completed by the claimant and by such other person as we may reasonably require. If the forms are not furnished within fifteen (15) days, the claimant, by submitting written proof covering the occurrence, character and extent of the loss for which the claim is made, shall be deemed to have complied with the requirement of this provision.

3. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to the Company within ninety (90) days after the date of loss for which claim is made.

4. MEDICAL EXAMINATION

The Company shall have the right to require any additional proof and request medical examination(s) of the Insured when and as often as it may reasonably require during the period when the claim is pending. In case of death, the Company may require, if appropriate and legally allowable, an autopsy.

5. PROOF OF CONTINUING PERMANENT TOTAL DISABILITY

The Company shall have the right to require from the appropriate person claiming this benefit, at reasonable intervals, proof of the Insured's continuing Permanent Total Disability. Once such Permanent Total Disability has been proven to have continued for two (2) full years, the company shall not require such proof more frequently than once a year. If such proof is not submitted, or the Insured becomes able to perform any work, or engage in any occupation or business to earn or obtain any income, compensation or profit, then the Company shall be entitled to cease monthly payment of the Permanent Total Disability benefit as stipulated under Part II of the BENEFITS PROVISIONS.

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GENERAL PROVISIONS

1. THE POLICY CONTRACT

This Policy is made in consideration of your application and payment of the required premium. The Policy, application for it and any attached endorsements, constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement or rider duly signed by our duly authorized officer.

2. CURRENCY AND PLACE OF PAYMENT

All amounts payable under this Policy either to or by us shall be made in the currency shown on the Policy Information Page provided that we shall have the absolute discretion to accept payment in another currency. All amounts due from us will be payable by our Issuing Office.

3. RENEWAL

This Policy may be renewed, without issuance of a new policy contract, on each Policy Anniversary prior to the Insured's seventy-sixth (76th) birthday by payment of the relevant premium in advance based on the premium rate in force at the time of renewal. The Company reserves the absolute right to revise the premium due under this Policy on the date of such renewal.

4. MISSTATEMENT OF AGE AND SEX

All ages referred to in this Policy shall be the age of the Insured's last birthday. Where the age or sex of the Insured has been misstated, the following rules shall apply:

- (a) if the premium paid as a result thereof is insufficient, any amount payable subject to the maximum limits provided under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year;
- (b) any excess premium paid as a result thereof, shall be refunded without interest; and
- (c) if it is found that at the correct age the Insured is not insurable under this Policy pursuant to the Company's underwriting rules, the Policy shall be void and no benefits shall be payable.

5. LIMITATIONS OF TIME FOR BRINGING SUIT

Subject to applicable law, any action at law or in equity to recover on this Policy shall only be brought within two (2) years from the date of the Company's final decision in respect of any claim herein.

6. NO THIRD PARTY RIGHTS

A person who is not a party to this Policy (including but not limited to the Insured or the Beneficiary) has no right to enforce any of the terms of this Policy.

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7. TERMINATION

This Policy shall automatically terminate on the earliest of the following:

- a) the Premium Due Date in respect of which any premium on this Policy remains unpaid at the end of the Grace Period;
- b) the date on which this Policy is surrendered, cancelled or terminated;
- c) the Policy Anniversary of this Policy immediately following the seventy-sixth (76th) birthday of the Insured;
- d) the death of the Insured; and
- e) the date on which it is terminated pursuant to clause (d) under Limitations Of Benefit Applicable To Part I, Part II And Part III of the BENEFITS PROVISIONS.

Termination of this Policy shall be without prejudice to any claim arising prior to such termination. The payment or acceptance of any premium hereunder subsequent to termination of this Policy shall not create any liability on our part but the Company shall refund any such premium.

8. MODIFICATIONS

No variation to this Policy (or any waiver of any term or condition of the Policy) will be binding unless evidenced by an endorsement signed by our duly authorized officer.

9. REVISION OF BENEFIT STRUCTURE AND/OR LIMITATIONS

On any Policy Anniversary or renewal, by giving a 30-day prior notice in writing by ordinary post to the Owner's last known address in the Company's records, the Company reserves the right to revise, amend or modify the benefit structure and/or restrictions/limitations and/or the premium, including but not limited to the Schedule Of Benefits, and/or any other items of benefits or coverage as determined by the Company.

In the event that the Owner disagrees with such revision and notifies the Company in writing within thirty (30) days after such revision takes effect, this Policy and all its Supplementary Contract(s) attached hereto (if any) shall automatically terminate on the Premium Due Date following our receipt of such notice.

Any change of benefits or coverage under this Policy as requested by the Owner shall only take effect subject to the approval by the Company and on the Policy Anniversary or renewal.

An appropriate endorsement shall be issued following each revision together with the revised Schedule of Benefits.

10. CANCELLATION

The Company reserves the absolute right to cancel this Policy at any time by giving a written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of the notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall be considered the end of the Policy period. The unearned portion of the premium at the time of cancellation or surrender shall be refunded.

11. CONFORMITY WITH LAW

Any provision of the Policy which on its Issue Date or Commencement Date, is in conflict with the laws of the country or place in which this Policy is delivered or issued for delivery is hereby amended to conform to the minimum requirements of such laws and shall not affect this Policy which shall remain in full force and effect.

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12. CHANGE OF OCCUPATION

If the Insured suffers a covered loss after having changed his/her occupation to one which is classified by the Company as more hazardous than that stated in the application or any endorsement or while doing for compensation anything pertaining to an occupation so classified, the Company shall pay only such portion of the benefits provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation.

If the Insured changes his/her occupation to one which is classified by the Company as less hazardous than that stated in the application or any endorsement, the Company, upon receipt of proof of such change of occupation, shall reduce the premium rate accordingly from the date of change of occupation or from Policy Anniversary immediately preceding receipt of such proof, whichever is later.

If the change of occupation is to one which is classified by the Company as not insurable, the Company shall not be liable to cover any loss sustained pertaining to that occupation under this Policy.

In applying this provision, the classification of occupational risk and the premium rates shall be such as have been last promulgated by the Company prior to the occurrence of the loss for which the Company is liable or prior to date of proof of change in occupation.

13. IMPORTANT NOTICE

Under this Policy, the Insured must immediately notify the Company of any change in his/her employment, occupation, duties or other pursuits.

14. NON-PARTICIPATING

This Policy shall not share in the surplus earnings of the Company.

15. GOVERNING LAW AND JURISDICTION

This Policy is governed by and shall be construed in accordance with the laws of such place where this Policy is issued (being Hong Kong or Macau, as the case may be). The courts of such place shall have non-exclusive jurisdiction to consider and determine any dispute or proceedings arising out of or in connection with this Policy.

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PREMIUM PROVISIONS

1. PAYMENT

All premiums are payable to us on or before their respective Premium Due Dates. The amount of premium and mode of premium payment are shown on the Policy Information Page, or in our written notification (where the amount or mode of premium payment is changed).

2. DEFAULT

After payment of the first premium, failure to pay a subsequent premium on or before its Premium Due Date will constitute a default in premium payment.

3. GRACE PERIOD

A Grace Period of thirty-one (31) days from the Premium Due Date shall be allowed for payment of each premium after the first premium during which this Policy shall remain in force. If a loss occurs within the Grace Period, the Company shall be entitled to deduct at its discretion any premium due and unpaid from the proceeds payable under this Policy. If any premium remains unpaid at the end of its Grace Period, the Policy shall be deemed to have lapsed and to have no further value as of the Premium Due Date in default.

4. REINSTATEMENT

If your Policy lapses following the non-payment of premium within the Grace Period, you may request for your Policy to be reinstated within one hundred and twenty (120) days from the due date of the premium in default provided all of the following conditions are met:

- a) your request is submitted in writing on the Company's prescribed form to our Issuing Office;
- b) evidence to our satisfaction of insurability (including, but not limited to, evidence of the Insured's health status), is submitted to us; and
- c) the amount of overdue premium as we may determine is paid to us with interest.

We may refuse your application for reinstatement at our sole discretion and without being required to give any reason for our decision.

Upon reinstatement, an interest on overdue premiums will be compounded to the date of reinstatement at an annual rate determined by us.

No cover is provided under this Policy during the period starting from the date on which the Policy lapses and ending on the date of reinstatement.

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OWNERSHIP PROVISIONS

1. THE OWNER

The Owner is the only person entitled to exercise any right or privilege provided under the Policy.

2. CHANGE OF OWNERSHIP

While this Policy is in force, you may, without the consent of the Beneficiary or trustee, change ownership of this Policy by filing a written notice to us on the Company's prescribed form. Any change of ownership of this Policy shall be conditional upon the satisfaction of customer due diligence and other applicable requirements under Anti-Money Laundering and Counter-Terrorist Financing Ordinance and other applicable guidelines, and any such change will not be effective until such change is evidenced by an endorsement issued by us. We are not responsible for any written notice of a change of ownership received by us pending issue of an endorsement.

If and when the Owner dies:

- (a) If the Insured is 18 years old or above and no Contingent Owner is named, the Insured will become the Owner of this Policy.
- (b) If the Insured is 18 years old or above and a Contingent Owner is named, the Insured will become the Owner of this Policy.
- (c) If the Insured is less than 18 years old and a Contingent Owner is named, the Contingent Owner will become the Owner of this Policy.
- (d) If the Insured is less than 18 years old and no Contingent Owner is named, the successor to the Owner's estate will become the Owner of this Policy.

3. PAYMENT OF BENEFITS

During the lifetime of the Insured, all benefits payable under the Policy will be paid to the Owner if the Owner is alive. If the Insured dies, unless otherwise provided under applicable law, any death benefit payable under the Policy will be paid to the Beneficiary. If no Beneficiary survives the Insured, the death benefit and all other benefits, if any, will be paid to the Owner if the Owner is alive, otherwise to the Owner's estate.

4. CHANGE OF BENEFICIARY

While your Policy is in force and to the extent permitted by law, you may change the designated Beneficiary by sending a written notice to us on our Company's prescribed form unless the previous designation specifies otherwise. A change of Beneficiary will not be valid unless:-

- (a) such change has been confirmed by our Issuing Office in writing;
- (b) both you and the Insured are alive at the date of such confirmation; and
- (c) such change is evidenced by an endorsement issued by us.

We are not responsible for any written notice of a change of Beneficiary received by us pending issue of an endorsement.

5. FULL DISCHARGE

Upon the death of the Insured, all benefits to be payable under the Policy shall be paid to the Beneficiary or the Owner or the Owner's estate (or the Owner's personal representative (if applicable)) and any such payment shall be deemed a good discharge of the Company's obligations under the Policy.

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