

## 有關非凡未來終身壽險計劃新增「智富長傳」預設保單指示及後備受保人選項之通知

親愛的保單權益人：

多謝您對我們一直的支持，並於較早前投保了本公司的非凡未來終身壽險計劃（「您的保險計劃」）。我們欣然通知您，您的保險計劃現已為您提供(1)「智富長傳」預設保單指示（升級版受益人領取年金選擇）及(2)後備受保人選項，您可即時向我們提出相關申請，為您的財富傳承策劃提供更靈活的選擇。詳情如下：

### (1) 「智富長傳」預設保單指示（升級版受益人領取年金選擇）

於受保人在生時，您可指定一名或多名受益人，並按各自的情況及需要，分別為每位受益人訂立身故賠償支付選項，確保您的摯親得到最周全的財務保障。

「智富長傳」預設保單指示（升級版受益人領取年金選擇）概覽：

	原版本（受益人領取年金選擇）	升級後（「智富長傳」預設保單指示）*
等候期	一年（即不適用於受保人於 <u>第一個保單週年日或之前身故</u> ）	沒有相關限制
指定受益人數量	限保單 <u>只有一名受益人</u> 的情況下申請	保單有 <u>一名或多名受益人</u> 的情況下均可申請 可按各受益人的情況及需要訂立不同的身故賠償支付選項
身故賠償支付選項*	身故賠償款項只可以 <u>固定年金方式支付</u>	除將身故賠償款項以 <u>固定或遞增年金方式支付</u> 外，亦可將身故賠償款項分拆，先以 <u>一筆過形式支付部分款項</u> ，其餘款項再以年金方式支付
起始支付日期	於身故賠償獲批後 <u>隨即支付</u>	可指定起始支付日期，可選擇於身故賠償獲批後隨即支付，或於 <u>保單權益人指定及獲本公司批核的日期起支付</u>
年金領取期	年金領取期最多 <u>20年</u>	年金領取期最多 <u>50年</u>

\*「智富長傳」預設保單指示下亦可選擇以一筆過或延期一筆過形式支付身故賠償作為身故賠償支付選項。倘保單權益人沒有作出「智富長傳」預設保單指示，本公司將自動於批核身故索償後向所有受益人以一筆過形式支付身故賠償。

## (2) 後備受保人選項

於保單生效期間，您可於現有受保人在生時指定一名後備受保人，當現有受保人不幸離世時，後備受保人可接任成為保單受保人，令保單得以延續。

後備受保人選項內容概覽：

	後備受保人選項	
	原版本	提升後
可指定後備受保人	不適用	可提名一位後備受保人
現有受保人身故對保單的影響	保單將就現有受保人身故並支付身故賠償後終止	如保單權益人於現有受保人在生期間曾作出提名後備受保人申請並獲本公司批核，保單權益人可於現有受保人身故的一年內作出更改受保人申請，以後備受保人取代已故現有受保人，令保單得以延續

新增的「智富長傳」預設保單指示及後備受保人選項的相關批註及所載條款將於有關其中一項或兩項申請獲本公司批核後才一併正式生效並附加於您的保單。

有關「智富長傳」預設保單指示及後備受保人選項的詳情，請參考隨函附上之批註樣本，該批註樣本僅供參考。

除上述現可供您申請的保單新功能以外，您的保單之其他條款與細則及保費維持不變（包括但不限於保障內容及除外事項）。倘若您同意選用「智富長傳」預設保單指示及/或後備受保人選項，即表示已理解、同意及接受夾附之批註當中囊括該等新功能的全部條文。當本公司批核您的申請，包含上述條文的正式批註將發送給你並正式附加於您的保單之中，構成保單的一部份，請您在收到上述批註後小心保管。此產品資料並不包含保單的完整條款，而有關完整條款載於您的保單文件中。如有任何疑問，歡迎致電客戶服務熱線 (852) 2860 0688。感謝您一直以來對我們的信任，我們期待繼續為您提供優質服務。

若本通知函的中、英文版本有歧異，概以英文版本為準。

中銀集團人壽保險有限公司謹啟

**Re: Notification of Addition of “Prosperity Wealth” Advance Policy Instruction and Contingent Insured Option of SmartUp Pro Whole Life Insurance Plan**

Dear Policy Owner,

Thank you for your continuous support to our Company and application for our Company’s SmartUp Pro Whole Life Insurance Plan (“Your Insurance Plan”). We are pleased to inform you that (1) “Prosperity Wealth” Advance Policy Instruction (enhanced Survivorship Option) and (2) Contingent Insured Option are now available to Your Insurance Plan. You may submit your application now for the relevant features which may help you achieve greater flexibility in legacy planning. Please find the details below:

**(1) “Prosperity Wealth” Advance Policy Instruction (Enhanced Survivorship Option)**

During the lifetime of the insured, you may designate one or more beneficiary(ies) and specify the death benefit settlement option(s) based on the individual circumstances and requirements of each beneficiary, giving your beloved ones the most comprehensive financial protection.

Overview of “Prosperity Wealth” Advance Policy Instruction (Enhanced Survivorship Option):

	<b>Original Version (Survivorship Option)</b>	<b>Enhanced Version (“Prosperity Wealth” Advance Policy Instruction)*</b>
<b>Waiting Period</b>	One year (i.e. Not applicable if the insured <u>passes away on or before the first policy anniversary</u> )	No such restriction
<b>Number of Designated Beneficiaries</b>	Only applicable to the policies with <u>only one</u> beneficiary	Applicable to the policies with <u>one or more</u> beneficiary(ies) Allow customization of <u>different death benefit settlement options</u> based on the individual circumstances and requirements of each beneficiary
<b>Death Benefit Settlement Option*</b>	Death benefit shall be paid by <u>regular annuity payments only</u>	Apart from paying the death benefit through <u>regular or increasing annuity payments</u> , the death benefit can be split with <u>a designated portion to be paid in lump sum initially with the remaining balance to be paid by annuity payments.</u>
<b>Payment Commencement Date</b>	<u>Immediate</u> payments after the approval of death claim	The <u>commencement date of the first payment can be designated.</u> May opt for the death benefit to be paid immediately after the approval of death claim, <u>or on the date designated by the policy owner and approved by our Company.</u>
<b>Annuity Payment Term</b>	Up to <u>20 years</u>	Up to <u>50 years</u>

\*Lump sum payment and deferred lump sum payment of death benefit are also available as death benefit settlement options under “Prosperity Wealth” Advance Policy Instruction. If no “Prosperity Wealth” Advance Policy Instruction is given by you, our Company will pay the death benefit in a lump sum to all beneficiary(ies) after the approval of the death claim by default.

**(2) Contingent Insured Option**

While the policy is in force, you may nominate a contingent insured during the lifetime of the current insured. In the event of the current insured's death, the contingent insured may become the new insured of the policy, allowing the continuation of the coverage of the policy.

Overview of Contingent Insured Option:

	<b>Contingent Insured Option</b>	
	<b>Original Version</b>	<b>Enhanced Version</b>
<b>Nomination of Contingent Insured</b>	Not applicable	May nominate <u>one</u> contingent insured
<b>Impact on policy in the event of the current insured's death</b>	The policy shall be terminated after the death benefit is paid in respect of the death of the current insured	If the policy owner has made an application to nominate a contingent insured during the lifetime of current insured which is duly approved by our Company, the policy owner may make an application for change of insured within one year after the death of the current insured to replace the current deceased insured with the contingent insured to continue the policy

The endorsement of new "Prosperity Wealth" Advance Policy Instruction and Contingent Insured Option and the terms therein shall only take effect altogether and be formally attached to your policy upon our Company's approval of any one or both application(s).

For more information on "Prosperity Wealth" Advance Policy Instruction and Contingent Insured Option, please refer to the sample endorsement attached to this letter which is provided for your reference only.

Apart from the abovementioned new policy features that are now available for application, all terms and conditions and premium of your policy will remain unchanged (including but not limited to coverage and exclusions). Should you agree to opt for "Prosperity Wealth" Advance Policy Instruction and/or Contingent Insured Option, you understand, agree and accept all terms in the attached endorsement encompassing these new features. Upon our Company's approval of your application, the formal endorsement incorporating the said terms will be sent to you and be formally attached to and form part of your policy. Please keep the said endorsement securely upon receipt. The above product information does not contain the full terms of the policy and the full terms can be found in the policy documents. Should you have any questions, please do not hesitate to contact our Customer Service Hotline at (852)2860-0688. Thank you for your trust in us all along and we look forward to continuing to provide you with high-quality services.

Should there be any discrepancy between the English and Chinese versions of this notification letter, the English version shall prevail.

Yours sincerely,

BOC Group Life Assurance Company Limited

## 批註

本批註附加於本保單及成為其中一部份。除非內文另有需要，本保單使用及/或定義的詞語在本批註具有相同的涵義。即使本保單中有任何抵觸的情況，各方一致理解並同意以下由本公司批核保單權益人於本保單下作出「智富長傳」預設保單指示及/或提名後備受保人的其中一項或兩項申請之日開始正式生效：

### 1. 第 I 部份 - 一般保單條款內第 1.1 條釋義中「投保書」的釋義將被全部刪除並由以下代替:-

“**投保書** 指由保單權益人及/或受保人本人或其他人士代表提交之人壽保險投保書、任何聲明、體格檢驗證明、問卷、更改受保人申請表、提名後備受保人申請表及作出之任何其他之陳述。”

### 2. 緊接第 I 部份 - 一般保單條款內第 1.1 條釋義中「更改受保人申請表」的釋義之後，新增以下定義:-

“**提名後備受保人申請表** 指由保單權益人根據基本條款內第 2.6 條向本公司提名另一人士為後備受保人之書面申請。”

### 3. 緊接第 II 部份 - 基本條款內第 2.1 條釋義中「週年紅利」的釋義之後，新增以下定義:-

“**後備受保人** 指由保單權益人於本公司的指定表格所提名及由公司根據基本條款內第 2.6.1 條批准之人士，該人士可於原有受保人身故後，根據基本條款內第 2.6.2 條成為受保人。”

### 4. 緊接第 II 部份 - 基本條款內第 2.1 條釋義中「身故賠償」的釋義之後，新增以下定義:-

“**「智富長傳」預設保單指示下的指定付款日期** 指根據保障給付條款內第 4.1.2 條由保單權益人所選擇及獲本公司批核之相應的延期付款安排（如適用），向指定受益人支付身故賠償擬定份額的一筆過款項或首期年金款項或身故賠償擬定份額的指定百分比的首期一筆過款項的日期或起始日期（視情況而定）。若相關的指定日期並非工作日，或於任何月份沒有與相關的指定日期相同的日期，則以緊接該日期之後的工作日為「智富長傳」預設保單指示下的指定付款日期。

**身故賠償擬定份額** 指根據保障給付條款內第 4.1.1 條所付予之身故賠償乘以由保單權益人指定的各合資格受益人各自的應佔份額（若只有一名合資格的受益人，此應佔份額應等於身故賠償的 100%）。”

### 5. 緊接第 II 部份 - 基本條款內第 2.1 條釋義中「已繳總保費」的釋義之後，新增以下定義:-

“**工作日** 指香港持牌銀行營業的任何日子（星期六除外），但不包括《釋義及通則條例》（香港法例（第 1 章））第 71(2)條詮釋的任何烈風警告日或黑色暴雨警告日。”

### 6. 第 II 部份 - 基本條款內第 2.2 條將被全部刪除並由以下代替:-

#### “2.2 生效

本保單由保單簽發日期凌晨零時一分起生效直至本保單在下述任何一種情況最早發生便立即終止生效：

- (i) 受保人身故，如身故賠償根據第 4.1 條獲批；
- (ii) 本公司批准保單權益人書面要求退保；
- (iii) 本保單於保費寬限期後失效；或
- (iv) 不能作廢價值少於零。

即使本保單因任何原因終止，本保單各方各自的權利和義務（包括但不限於保障給付條款下的），倘若其性質在本保單終止後應該仍然有效的，在僅為該等權利和義務得以保持預期維護的必要範圍內，該等權利和義務將繼續根據本保單的條款全面有效，並且具有約束力及可執行性。”

### 7. 緊接第 II 部份 - 基本條款內第 2.5 條之後，新增以下第 2.6 條:-

#### “2.6 後備受保人

##### 2.6.1 提名後備受保人之申請

在獲本保單受讓人及不可撤銷之受益人（如有）之書面同意、符合本公司通行之規定及條件、及所有適用之法律及法規之情況下，於本保單有效並於受保人在生期間，保單權益人可作出提名後備受保人申請，向本公司以書面形式指定另一人士，其可於現有受保人身故後成為本保單之受保人，惟須符合以下所有條件：

- (i) 提供符合要求並為本公司所接受之後備受保人的可保證明；
- (ii) 提供符合要求並為本公司所接受之保單權益人與後備受保人的可保利益證明；
- (iii) 提供符合要求並為本公司所接受之受益人與後備受保人的可保利益證明；
- (iv) 後備受保人在遞交提名後備受保人申請表當日之已屆年齡必須為十五（15）日至六十五（65）歲；
- (v) 後備受保人之已屆年齡必定不可比首名受保人（即本保單簽發時之受保人）之已屆年齡年長十（10）年或以上；
- (vi) 保單權益人、後備受保人、受讓人（如有）、不可撤銷之受益人（如有）及本公司不時要求之任何相關人士必須於本公司的後備受保人申請表上簽署；及
- (vii) 保單權益人須向本公司提供於處理提名後備受保人申請期間所要求之其他資料。

於獲本公司批准後，本公司會簽發確認書作記錄該後備受保人之提名。該提名必須獲本公司批准後，方為有效。為免誤解，後備受保人在第 2.6.2 條的程序妥為完成之前不會成為本保單的受保人。

## 2.6.2 更改後備受保人至受保人

若現有受保人身故，並有獲妥為提名的後備受保人，在獲本保單受讓人及不可撤銷之受益人（如有）之書面同意、符合本公司通行之規定及條件、及所有適用之法律及法規之情況下，於本保單有效期間及在已故現有受保人身故之一（1）年內，保單權益人可作出更改受保人申請，向本公司以書面形式申請更改以後備受保人取代已故現有受保人。本公司批核有關申請時將受限於下列的要求：

- (i) 後備受保人在已故現有受保人身故當日仍然在生；
- (ii) 本保單並未給付身故賠償；
- (iii) 提供符合要求並為本公司所接受之已故現有受保人的死亡證明；
- (iv) 提供符合要求並為本公司所接受之後備受保人的可保證明；
- (v) 提供符合要求並為本公司所接受之保單權益人與後備受保人的可保利益證明；
- (vi) 提供符合要求並為本公司所接受之受益人與後備受保人的可保利益證明；
- (vii) 在已故現有受保人身故當日，後備受保人的年齡必須為十五（15）日至六十五（65）歲；
- (viii) 保單權益人、後備受保人、受讓人（如有）、不可撤銷之受益人（如有）及本公司不時要求之任何相關人士必須於本公司的更改受保人申請表上簽署；及
- (ix) 保單權益人須向本公司提供於處理更改受保人申請期間所要求之其他資料。

是否接受保單權益人更改受保人至後備受保人之申請由本公司全權酌情決定，並須受本公司不時釐定的其他條款及細則所約束。如果更改受保人至後備受保人之申請獲本公司批准，本保單多項條款須予更改及本公司保留權利收取本公司就此申請不時釐定的費用。

在本公司批准保單權益人更改受保人至後備受保人之申請後，本公司將會簽發批註連同經修改後的承保表以記錄該更改受保人至後備受保人。該更改必須獲本公司批准，及在該批註及該經修改後的承保表作實後，方為有效。

如保單權益人未有於已故現有受保人身故之一（1）年內提交申請更改受保人至後備受保人，後備受保人之提名即自動失效。

## 2.6.3 對第 4.1 條的運作之影響

在本保單存在根據第 2.6.1 條被提名的後備受保人之情況下，本公司於已故現有受保人身故之一（1）年內將不會處理任何身故賠償之索償。如已故現有受保人身故之一（1）年內未有根據第 2.6.2 條所提交的更改受保人之申請，或該更改受保人之申請被拒，或該後備受保人被移除（以最早者為準），本公司方會處理已故現有受保人的身故賠償之索償。

為免存疑，如有根據第 2.6.1 條提名的後備受保人，而且該後備受保人根據第 2.6.2 條成功成為本保單的受保人，就已故現有受保人身故，將不予給付第 4.1 條下的身故賠償。”

## 8. 第 III 部份 - 紅利條款內第 3.3 條將被全部刪除並由以下代替:-

### “3.3 終期紅利

本公司可支付終期紅利：

- (i) 當受保人身故，如身故賠償根據第 4.1 條獲批；或
- (ii) 當保單退保時。

惟若當上述 3.3(i)的情況發生時奉行第 4.1.1(i)(b)條，終期紅利將不獲給付。

終期紅利是一次性分享本公司進一步的盈餘(如有)，本公司有絕對酌情決定權決定。因此，終期紅利並非保證及可能是零。本公司可於任何時間更改或撤銷終期紅利。”

## 9. 第 IV 部份 - 保障給付條款內第 4.1.1 條將被全部刪除並由以下代替:-

### “4.1.1 身故賠償

倘受保人在本保單生效期間身故，並受限於上述第 2.6.3 條的運作（如有後備受保人被提名），本公司應付的金額將按以下計算：

- (i) 以較高者為準：
  - (a) 身故日之保證現金價值及任何當時適用的終期紅利之總和；或
  - (b) 身故日之已繳總保費的 100%，隨該百分比由第一(1)個保單週年日起至第十(10)個保單週年日每年增加 3.8%，該金額最高會增至已繳總保費的 138%，上限為已繳總保費的 100%加上 (i) 3,040,000 港幣(如承保表內保單貨幣為港幣)；或 (ii) 380,000 美元(如承保表內保單貨幣為美元)；或 (iii) 2,375,000 人民幣(如承保表內保單貨幣為人民幣)；加上
- (ii) 任何積存紅利；扣除
- (iii) 任何欠款及任何未繳的應付保費。

若受保人受保於超過一份本公司簽發的非凡未來終身壽險計劃及/或非凡人生特級終身壽險計劃之保單，則每份保單的身故賠償仍按上述方式計算，惟：

- (A) 本公司根據所有這些保單給付身故賠償的總額須受限於以下最高金額：
- (i) 以下較高者為準：
    - (a) 所有這些保單於身故日之保證現金價值及任何當時適用的終期紅利之總和；或
    - (b) 所有這些保單於身故日之已繳總保費的 100% 加上(I) 3,040,000 港幣(如每一保單於其承保表內保單貨幣為港幣)；或(II) 380,000 美元(如每一保單於其承保表內保單貨幣為美元)；或(III) 2,375,000 人民幣(如每一保單於其承保表內保單貨幣為人民幣)；或(IV) 如受保人同時受保於港幣及/或美元及/或人民幣面值保單，則 3,040,000 港幣或 380,000 美元或 2,375,000 人民幣的最高者（以有關保單所屬之保單貨幣最高者為準）；加上
  - (ii) 所有這些保單之任何積存紅利；扣除
  - (iii) 所有這些保單之任何欠款及任何未繳的應付保費；
- 及
- (B) 本公司只需要就所有這些保單支付以上(A)的金額一次。”

10. 第 IV 部份 - 保障給付條款內第 4.1.2 條將被全部刪除並由以下代替:-

“4.1.2 身故賠償（「智富長傳」預設保單指示）

4.1.2.1 「智富長傳」預設保單指示

在獲本保單受讓人（如有）之書面同意、符合本公司通行之規定及條件、及所有適用之法律及法規之情況下，於本保單有效並於受保人在生期間，保單權益人可以書面要求於受保人身故時，根據由本公司全權酌情決定而提供的一項或多項給付選項及/或延期付款安排（「支付選項」），將上述第 4.1.1 條應付之身故賠償支付予受益人（「『智富長傳』預設保單指示」），惟身故賠償必須根據第 4.1.1 條獲批。

是否接受保單權益人之「智富長傳」預設保單指示申請由本公司全權酌情決定。「智富長傳」預設保單指示只可按本公司不時訂定之細則及必須在受保人身故前獲得本公司之書面批核方可行使。於任何時候，受益人沒有權利更改此「智富長傳」預設保單指示之安排或其任何部分，包括但不限於已獲本公司批核的支付選項及/或年金付款形式。

在本公司批核保單權益人之「智富長傳」預設保單指示申請後，本公司將會簽發批註以記錄該「智富長傳」預設保單指示的詳情，包括保單權益人所選擇的支付選項及該支付選項的執行方式。「智富長傳」預設保單指示必須獲本公司批核及在該批註作實後，方為有效。

在本公司批核身故索償後，將根據保單權益人所選擇的各指定受益人適用之支付選項向每位指定受益人支付按身故賠償擬定份額所計算的款項。若保單權益人所選擇之支付選項包括延期付款安排，本公司將於「智富長傳」預設保單指示下的指定付款日期或自「智富長傳」預設保單指示下的指定付款日期起（視情況而定）向指定受益人支付該款項。為免存疑，若「智富長傳」預設保單指示下的指定付款日期早於本公司批核身故索償的日期，則該延期付款安排將被視為取消，本公司將於批核身故索償後根據保單權益人所選擇的各指定受益人適用之支付選項下的給付選項支付款項予每位指定受益人。未支付的身故賠償擬定份額將以本公司不時宣佈的非保證利率積存生息，因此，款項金額並非保證。

本公司於本保單下按此「智富長傳」預設保單指示給付予受益人最後一期的款項將全部解除本公司於本保單下的進一步責任。

倘本保單為抵押轉讓保單，由保單權益人指定（並已獲取受讓人的同意）的「智富長傳」預設保單指示下應付的身故賠償款項金額，將受限於該抵押轉讓的條款及細則，及須接受讓人給予本公司的指示作處理。

於本保單有效並於受保人在生期間，當更改保單權益人、更改受保人、更改受益人或轉讓本保單（包括但不限於抵押轉讓或絕對轉讓）時，保單權益人較早前選定之「智富長傳」預設保單指示將會被撤銷，而身故賠償款項將以猶如保單權益人從未選定「智富長傳」預設保單指示而支付，直至另一個「智富長傳」預設保單指示要求被本公司接受並記錄。

本公司將根據不時決定的行政規定支付第 4.1.2 條下的款項予受益人。於此「智富長傳」預設保單指示下，本公司保留權利更改支付之日期及/或支付方式，並會就此更改向保單權益人及/或受益人作出事先通知。

倘保單權益人沒有作出「智富長傳」預設保單指示，本公司將於批核身故索償後向所有受益人以一筆過形式支付身故賠償擬定份額。

#### 4.1.2.2 「智富長傳」預設保單指示下若受益人身故對執行第 4.1.2 條的影響

如「智富長傳」預設保單指示下只有一(1)個合資格受益人，而該受益人於此「智富長傳」預設保單指示的付款期間身故，本公司將於收到該已故受益人合理的死亡證明後，支付一筆相等於未支付的身故賠償加上直至此已故受益人身故日時積存利息(如有)的總和給付予該已故受益人的遺產承繼人，作為此已故受益人在此「智富長傳」預設保單指示及本保單下的全數及最終責任。

如「智富長傳」預設保單指示下有多個合資格受益人，而某一個或多個受益人於此「智富長傳」預設保單指示下適用於各個已故受益人的支付選項的付款期間身故，本公司將於收到該(該等)已故受益人合理的死亡證明後，支付一筆相等於該已故受益人應佔的身故賠償擬定份額的未支付部分，加上該已故受益人身故日時積存利息(如有)的總和(或視情況而定，相等於該等已故受益人各自應佔的身故賠償擬定份額的未支付部分，加上該等已故受益人身故日時各自的積存利息(如有)的總和)，給付予該已故受益人的遺產承繼人或該等已故受益人各自的遺產承繼人(視情況而定)，作為該已故受益人或該等已故受益人各自(視情況而定)在此「智富長傳」預設保單指示下他/她/他們各自所適用的支付選項的全數及最終責任。其他尚存的受益人各自的權益及在此「智富長傳」預設保單指示下各自的支付選項皆不受上述計算影響，並將有權繼續根據由保單權益人選擇及獲本公司批核的就該(該等)尚存的受益人各自適用的支付選項領取他/她/他們各自的款項，而他/她/他們各自的款項按他/她/他們各自的身故賠償擬定份額所計算。

在所有情況下，任何於該(該等)已故受益人身故當日至本公司處理該(該等)已故受益人身故索償期間已派發予該(該等)已故受益人之任何金額(根據本公司最後之記錄)，將會於該一筆過賠償款項中扣除。”

11. 本批註之中文譯本只作參考之用，如譯本與原英文文本有異，則以英文文本為準。
12. 除本批註作出的更改外，本保單及附加利益保障(如有)的所有其他條款及條件保持不變。

## Endorsement

This Endorsement is attached to and forms part of this Policy. The terms stated and/or defined in this Policy shall have the same meanings herein unless the context requires otherwise. Notwithstanding anything to the contrary contained in this Policy, it is hereby understood and agreed that effective from the date on which the Company approves the Policy Owner's any one or both application(s) for "Prosperity Wealth" Advance Policy Instruction and/or nomination of Contingent Insured under this policy:-

**1. Definition of "Application" under Clause 1.1 Definitions of Part I – General Policy Provisions shall be deleted in its entirety and replaced by the following:-**

**"Application"** means the life insurance application form, any declarations, medical evidence forms, questionnaires, Application for Change of Insured, Application for Nomination of Contingent Insured and any other statements made, by or on behalf of the Insured and/or the Policy Owner."

**2. The following new definition shall be added immediately following the definition of "Application for Change of Insured" under Clause 1.1 Definitions of Part I – General Policy Provisions:-**

**"Application for Nomination of Contingent Insured"** means the written application filed by the Policy Owner to the Company to nominate another individual as the Contingent Insured pursuant to Clause 2.6 under the Basic Provisions."

**3. The following new definition shall be added immediately following the definition of "Annual Dividend" under Clause 2.1 Definitions of Part II – Basic Provisions:-**

**"Contingent Insured"** means the person who is an individual nominated by the Policy Owner under the Company's prescribed form and approved by the Company pursuant to Clause 2.6.1 under the Basic Provisions, who may become the Insured pursuant to Clause 2.6.2 under the Basic Provisions when the current Insured dies."

**4. The following new definitions shall be added immediately following the definition of "Death Benefit" under Clause 2.1 Definitions of Part II – Basic Provisions:-**

**"Designated Date of Payment under "Prosperity Wealth" Advance Policy Instruction"** means the date on or commencing from (as the case may be) which the lump sum payment of the Determined Portion of Death Benefit or the initial annuity payment or initial lump sum payment of a specified percentage of the Determined Portion of Death Benefit shall be paid to the designated Beneficiary(ies) in accordance with the corresponding payment deferral arrangement(s) chosen by the Policy Owner (if applicable) and approved by the Company pursuant to Clause 4.1.2 under the Payment of Benefit Provisions. If the concerned designated date is not a Working Day or where there is no such day in any month coinciding with the concerned designated date, it shall mean the Working Day immediately following such day.

**Determined Portion of Death Benefit** means the Death Benefit payable pursuant to Clause 4.1.1 under the Payment of Benefits Provisions times the respective entitled portion of each of the eligible Beneficiary(ies) designated by the Policy Owner, which shall equal one hundred percent (100%) of the Death Benefit if there is only one (1) eligible Beneficiary."

**5. The following new definition shall be added immediately following the definition of "Total Premiums Paid" under Clause 2.1 Definitions of Part II – Basic Provisions:-**

**"Working Day"** means any day (other than a Saturday) on which licensed banks are open for business in Hong Kong but excluding any gale warning day or black rainstorm warning day within the meaning of section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong)."

**6. Clause 2.2 of Part II – Basic Provisions shall be deleted in its entirety and replaced by the following:-**

**"2.2 IN FORCE**

This Policy becomes effective at 00:01am on the Policy Issue Date and will remain in force until the first occurrence of any one of the following events:

- (i) The death of the Insured if the Death Benefit is approved in accordance with Clause 4.1;
- (ii) The Company approves the Policy Owner's written request for surrender;
- (iii) This Policy lapses after the end of the Grace Period; or
- (iv) The Non-forfeiture Value is less than zero.

Notwithstanding the termination of this Policy for any reason, the respective rights and obligations of the parties to this Policy which by their nature are intended to survive after the termination of this Policy (including but not limited to those under the Payment of Benefit Provisions) shall continue in full force and effect in accordance with the terms of this Policy, and remain binding and enforceable, to the extent necessary for the intended preservation of such rights and obligations."

**7. The following new Clause 2.6 shall be added immediately following Clause 2.5 of Part II – Basic Provisions:**

**"2.6 CONTINGENT INSURED**

**2.6.1 Application for Nomination of Contingent Insured**

Subject to the written consent of the assignee and irrevocable Beneficiary of this Policy (if any), the prevailing rules and conditions of the Company, and all applicable laws and regulations, while this Policy is in force and during the lifetime of the Insured, the Policy Owner may make an application to nominate a Contingent Insured by filing a written request to the Company to designate another individual who may become the Insured of this Policy when the current Insured dies, provided that all of the following conditions are met:

- (i) satisfactory proof of the insurability of the Contingent Insured is provided and accepted by the Company;
- (ii) satisfactory proof of the Policy Owner's insurable interest in the Contingent Insured is provided and accepted by the Company;
- (iii) satisfactory proof of the Beneficiary(ies)'s insurable interest in the Contingent Insured is provided and accepted by the Company;
- (iv) the attained Age of the Contingent Insured on the date of the submission of the Application for Nomination of Contingent Insured must be between fifteen (15) days and sixty-five (65);
- (v) the attained Age of the Contingent Insured must not exceed the attained Age of the first Insured (i.e. the Insured upon issuance of this Policy) for ten (10) years or more;
- (vi) the Policy Owner, Contingent Insured, assignee (if any), irrevocable Beneficiary (if any) and any relevant person(s) as may be requested by the Company must sign on the Company's prescribed Application for Contingent Insured; and
- (vii) the Policy Owner provides such other information as may be requested by the Company in processing the application for nomination of Contingent Insured.

Upon approval by the Company, a written confirmation will be issued to record such nomination of Contingent Insured. The nomination shall not be valid unless and until such nomination is approved by the Company. For the avoidance of misunderstanding, the Contingent Insured will not become the Insured of this Policy unless and until the procedures stipulated in Clause 2.6.2 are duly completed.

#### **2.6.2 Changing the Contingent Insured as the Insured**

If the current Insured dies and there is a Contingent Insured duly nominated, subject to the written consent of the assignee and irrevocable Beneficiary of this Policy (if any), the prevailing rules and conditions of the Company, and all applicable laws and regulations, while this Policy is in force and within one (1) year from the date of death of the current deceased Insured, the Policy Owner may make an application for change of Insured by filing a written request to the Company to apply for replacing the current deceased Insured with the Contingent Insured. Our approval of such application is subject to the following requirements:

- (i) the Contingent Insured is alive on the date of death of the current deceased Insured;
- (ii) Death Benefit is not paid under this Policy;
- (iii) satisfactory proof of death of the current deceased Insured is provided and accepted by the Company;
- (iv) satisfactory proof of the insurability of the Contingent Insured is provided and accepted by the Company;
- (v) satisfactory proof of the Policy Owner's insurable interest in the Contingent Insured is provided and accepted by the Company;
- (vi) satisfactory proof of the Beneficiary(ies)'s insurable interest in the Contingent Insured is provided and accepted by the Company;
- (vii) the attained Age of the Contingent Insured on the date of death of the current deceased Insured must be between fifteen (15) days and sixty-five (65);
- (viii) the Policy Owner, Contingent Insured, assignee (if any), irrevocable Beneficiary (if any) and any relevant person(s) as may be requested by the Company from time to time must sign on the Company's prescribed Application for Change of Insured; and
- (ix) the Policy Owner provides such other information as may be requested by the Company in processing the application for change of Insured.

The acceptance of Policy Owner's application for change of Insured to the Contingent Insured will be entirely at the Company's discretion, and subject to such other terms and conditions as the Company shall determine from time to time. If the application for change of Insured to the Contingent Insured is approved by the Company, various terms of this Policy will be revised and the Company reserves the right to impose a charge to be determined by the Company from time to time in relation to such request.

Upon approval of Policy Owner's application for change of Insured to the Contingent Insured by the Company, an endorsement together with a revised Policy Specifications will be issued to record such change of Insured to the Contingent Insured. The change shall not be valid unless and until such change is approved by the Company and evidenced by such endorsement and such revised Policy Specifications.

If the Policy Owner fails to make an application for change of Insured to the Contingent Insured within one (1) year from the date of death of the current deceased Insured, the nomination of Contingent Insured shall lapse automatically.

#### **2.6.3 Effect on the Operation of Clause 4.1**

In the event that there is a Contingent Insured nominated pursuant to Clause 2.6.1 under this Policy, the Company will not process any claim for Death Benefit within one (1) year from the date of death of the current deceased Insured. The Company will only process a claim for Death Benefit in respect of the current deceased Insured if there is no application for change of Insured submitted pursuant to Clause 2.6.2 within one (1) year from the date of death of the current deceased Insured, such application for change of Insured is rejected, or the Contingent Insured is removed, whichever is the earliest.

For the avoidance of doubt, if there is a Contingent Insured nominated pursuant to Clause 2.6.1 and such Contingent Insured has successfully become the Insured of this Policy pursuant to Clause 2.6.2, the Death Benefit under Clause 4.1 will not be payable for the death of the current deceased Insured."

### **8. Clause 3.3 of Part III – Dividend Provisions shall be deleted in its entirety and replaced by the following:-**

#### **"3.3 TERMINAL DIVIDEND**

A Terminal Dividend may be payable:

- (i) upon the death of the Insured if the Death Benefit is approved in accordance with Clause 4.1; or
- (ii) upon surrender of this Policy.

provided that in the event of 3.3(i) above, no terminal dividend is payable if Clause 4.1.1(i)(b) prevails.

The Terminal Dividend is a once-only entitlement to a further surplus of the Company (if any), which is to be determined by the Company in its absolute discretion. Therefore, the Terminal Dividend is not guaranteed and may even be zero. It may also be altered or withdrawn at any time by the Company."

### **9. Clause 4.1.1 of Part IV – Payment of Benefit Provisions shall be deleted in its entirety and replaced by the following:-**

#### **"4.1.1 Death Benefit**

If the Insured dies while this Policy is in force, subject to the operation of Clause 2.6.3 above in case a Contingent Insured has been nominated, the amount payable by the Company will be equal to:

- (i) the higher of:
  - (a) the sum of Guaranteed Cash Value and any Terminal Dividend applicable as at the date of death; or
  - (b) 100% of Total Premiums Paid as at the date of death and, by increasing the said percentage 3.8% every year from the first (1st) Policy Anniversary to the tenth (10th) Policy Anniversary, such amount will be increased to a maximum of 138% of the Total Premiums Paid, subject to the maximum amount of 100% of the Total Premiums Paid plus (I) HK\$3,040,000 if the policy currency is denominated in Hong Kong dollar in the Policy Specifications; or (II) US\$380,000 if the policy currency is denominated in United States dollar in the Policy Specifications; or (III) CNY2,375,000 if the policy currency is denominated in Chinese Yuan Renminbi in the Policy Specifications; plus
- (ii) any dividend accumulations; less
- (iii) any Indebtedness and any outstanding premiums.

If the Insured is covered by more than one policy under SmartUp Pro Whole Life Plan and/or SmartUp Plus Whole Life Insurance Plan issued by the Company, the Death Benefit of each policy shall be calculated based on the above formula provided that:

- (A) the total amount of the Death Benefit payable by the Company under all such policies shall be subject to a maximum amount equal to:
- (i) the higher of:
    - (a) the sum of Guaranteed Cash Value and any Terminal Dividend applicable as at the date of death of all such policies; or
    - (b) 100% of the Total Premiums Paid as at the date of death of all such policies plus (I) HK\$3,040,000 if the policy currency of each such policy is denominated in Hong Kong dollar in the Policy Specifications; or (II) US\$380,000 if the policy currency of each such policy is denominated in United States dollar in the Policy Specifications; or (III) CNY2,375,000 if the policy currency of each such policy is denominated in Chinese Yuan Renminbi in the Policy Specifications; or (IV) if the Insured is covered by policies denominated in a combination of Hong Kong dollar and/or United States dollar and/or Chinese Yuan Renminbi, the highest of HK\$3,040,000, US\$380,000, or CNY2,375,000 (adopting the highest of the stated amount in currency denomination as expressed in those of the relevant policies); plus
  - (ii) any dividend accumulations under all such policies; less
  - (iii) any Indebtedness and any outstanding premiums under all such policies;
- And
- (B) the Company shall only be required to pay the amount in (A) once for all such policies."

**10. Clause 4.1.2 of Part IV – Payment of Benefit Provisions shall be deleted in its entirety and replaced by the following:-**

**“4.1.2 Death Benefit (“Prosperity Wealth” Advance Policy Instruction)**

**4.1.2.1 “Prosperity Wealth” Advance Policy Instruction**

Subject to the written consent of the assignee of this Policy (if any), the prevailing rules and conditions of the Company, and all applicable laws and regulations, while this Policy is in force and during the lifetime of the Insured, the Policy Owner may request in writing to have the Death Benefit payable under Clause 4.1.1 above be paid to the Beneficiary(ies) in the occurrence of the death of the Insured (“Prosperity Wealth” Advance Policy Instruction”) in accordance with any one or more payment option(s) and/or payment deferral arrangement(s) offered at the Company’s sole discretion (“Settlement Option(s)”), provided that the Death Benefit is approved in accordance with Clause 4.1.1 .

The acceptance of any Policy Owner’s application for the “Prosperity Wealth” Advance Policy Instruction will be entirely at the Company’s discretion. The “Prosperity Wealth” Advance Policy Instruction shall only be exercised subject to the conditions to be imposed by the Company from time to time and must be approved and endorsed by the Company in writing prior to the death of the Insured. The Beneficiary(ies), at all times, do(es) not have the right to change this “Prosperity Wealth” Advance Policy Instruction or any part thereof, including but not limited to the Settlement Option(s) and/or annuity payment mode(s) once approved by the Company.

Upon approval of the Policy Owner’s application for “Prosperity Wealth” Advance Policy Instruction by the Company, an endorsement will be issued to record the details of the “Prosperity Wealth” Advance Policy Instruction including the Settlement Option(s) chosen by the Policy Owner and the manner in which such Settlement Option(s) shall be implemented. The “Prosperity Wealth” Advance Policy Instruction shall not be valid unless and until such “Prosperity Wealth” Advance Policy Instruction is approved by the Company and evidenced by such endorsement.

After our approval of the death claim, payments calculated by the Determined Portion of Death Benefit shall be paid to the designated Beneficiary(ies) in accordance with the Settlement Option(s) chosen by the Policy Owner which respectively apply(ies) to each of such designated Beneficiary(ies). If the Settlement Option(s) chosen by the Policy Owner include(s) payment deferral arrangement(s), such payments shall be paid to the designated Beneficiary(ies) on or commencing from (as the case may be) the Designated Date of Payment under “Prosperity Wealth” Advance Policy Instruction. For the avoidance of doubt, should the Designated Date of Payment under “Prosperity Wealth” Advance Policy Instruction fall before our approval of the death claim, such payment deferral arrangement(s) shall be deemed to be cancelled, and the payment(s) to each of the designated Beneficiaries shall be released in accordance with the payment option(s) under the Settlement Option(s) chosen by the Policy Owner which respectively apply(ies) to each of such designated Beneficiary(ies) after our approval of the death claim. A non-guaranteed interest rate declared by the Company from time to time will be applied to the unpaid Determined Portion of Death Benefit accumulated with the Company. The payments amount is therefore not guaranteed.

The last payment under this “Prosperity Wealth” Advance Policy Instruction to the Beneficiary(ies) under this Policy will fully discharge the Company from further liability under this Policy.

If this Policy is under collateral assignment, the amount of Death Benefit proceeds to be paid under the “Prosperity Wealth” Advance Policy Instruction as designated by the Policy Owner (where consent has been obtained from the assignee) is subject to the terms and conditions of such collateral assignment and the assignee’s instructions to the Company.

While this Policy is in force and during the lifetime of the Insured, upon the change of the Policy Owner, the change of Insured, the change of Beneficiary or upon assignment of this Policy (including but not limited to collateral assignment or absolute assignment), the “Prosperity Wealth” Advance Policy Instruction selected by the Policy Owner will be revoked, and the Death Benefit proceeds will be paid as if the “Prosperity Wealth” Advance Policy Instruction has/have never been selected by the Policy Owner, until another “Prosperity Wealth” Advance Policy Instruction request is accepted and recorded by us.

Payments under Clause 4.1.2 shall be paid to the Beneficiary(ies), subject to any administrative rules as determined by the Company from time to time. The Company reserves the right to change the date and/or method of payments under this “Prosperity Wealth” Advance Policy Instruction with prior notification to the Policy Owner and/or Beneficiary(ies).

If no “Prosperity Wealth” Advance Policy Instruction is given by the Policy Owner, the Company will pay the Determined Portion of Death Benefit in a lump sum to all Beneficiaries after the approval of the death claim.

#### **4.1.2.2 Effect on the Operation of Clause 4.1.2 in the event of Death of Beneficiary(ies) under the “Prosperity Wealth” Advance Policy Instruction**

If there is only one (1) eligible Beneficiary under the “Prosperity Wealth” Advance Policy Instruction and such Beneficiary dies during the payment period of this “Prosperity Wealth” Advance Policy Instruction, the Company shall, upon receipt of satisfactory proof of death of such deceased Beneficiary, pay to the estate of such deceased Beneficiary a lump sum payment in full and final satisfaction of its liability to such deceased Beneficiary under this “Prosperity Wealth” Advance Policy Instruction and hence this Policy, the amount of which is equivalent to the sum of unpaid Death Benefit plus the accrued interest (if any) up to the date of death of such deceased Beneficiary.

If there are multiple eligible Beneficiaries under the “Prosperity Wealth” Advance Policy Instruction, and one or more Beneficiaries die(s) during the payment period of the Settlement Option(s) under this “Prosperity Wealth” Advance Policy Instruction which respectively apply(ies) to each of such deceased Beneficiary(ies), the Company shall, upon receipt of satisfactory proof of death of such deceased Beneficiary(ies), pay to the estate of such deceased Beneficiary or the respective estates of such deceased Beneficiaries (as the case may be), a lump sum payment in full and final satisfaction of its liability towards such deceased Beneficiary or the respective deceased Beneficiaries (as the case may be) under his/her/their respective applicable Settlement Option(s) under this “Prosperity Wealth” Advance Policy Instruction, the amount of which is equivalent to the unpaid portion of Determined Portion of Death Benefit belonging to such deceased Beneficiary, plus the accrued interest (if any) up to the date of death of such deceased Beneficiary (or as the case may be, equivalent to the unpaid portions of Determined Portion of Death Benefit belonging to the respective deceased Beneficiaries, plus the accrued interest (if any) up to the date(s) of death of the respective deceased Beneficiaries). The respective entitlement of, and Settlement Option(s) under this “Prosperity Wealth” Advance Policy Instruction chosen in respect of the surviving Beneficiary(ies) shall not be affected by the above calculation, who shall be entitled to continue to receive his/her/their respective payments calculated based on his/her/their respective Determined Portion of Death Benefit and in accordance with the Settlement Option(s) chosen by the Policy Owner and approved by the Company which respectively apply(ies) to such surviving Beneficiary(ies).

In all cases, any sum paid to the deceased Beneficiary(ies) (according to the Company’s latest record) during the time interval between the date of death of such deceased Beneficiary(ies) and the date on which the death claim of such deceased Beneficiary(ies) is processed by the Company shall be deducted from such lump sum payment.”

**11. Chinese translation of this Endorsement is for reference only and in case of inconsistency of meaning the original English text shall prevail.**

**12. Except as varied by this Endorsement, all other terms and conditions of this Policy and the rider(s) (if any) remain unchanged.**