

Healthy Plus Refundable Hospital Income Plan

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1 **DEFINITIONS**

Accident – an unforeseen and unexpected event or contiguous series of events of violent, accidental, external and visible nature which shall be the sole cause of a bodily Injury while this Policy is in force.

Commencement Date – the date of premium commencing, the date used for determining the issue age of the Insured, and the date on which coverage under this Policy becomes effective (as shown on the Policy Schedule or the date of reinstatement, whichever is the later).

Confinement – a period during which the Insured is admitted into a Hospital as an in-patient for Medically Necessary services or treatments on the written recommendation of a Physician as a result of a Disability, provided that the duration of such stay is not less than six (6) consecutive hours. Throughout the period from the Insured's admission until his/her Discharge, the Insured is required to be continuously confined in the Hospital without any physical absence or interruption.

If two or more Confinements are due to the same or related Disability, or to any complications arising from it, such Confinements shall be regarded as one Confinement if each of them is not separated by more than ninety (90) days.

Congenital Conditions – medical abnormalities existing at the time of birth, regardless of whether they are known or unknown to the Policy Owner or the Insured, as well as neonatal physical abnormalities developing before the Insured attains sixteen (16) years of age, and shall include but are not limited to strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect and indirect inguinal hernias.

Company – FWD Life Insurance Company (Bermuda) Limited (incorporated in Bermuda with limited liability).

Covered Infectious Disease – a Disability named in the "List of Covered Infectious Diseases" in Annex I to this Policy.

Disability – any Sickness(es), Disease(s), Illness(es) or Injury(ies) and shall include all Disabilities arising from the same cause including any complications arising from it. More than one Disability per Confinement will be treated as a single Disability for the purpose of benefit payments under this Policy while this Policy is in force. The Disability must be confirmed by a Physician with the supporting of the clinical and medical evidences.

Discharge – 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.

Hong Kong – the Hong Kong Special Administrative Region of the People's Republic of China.

Hospital – an establishment duly constituted and registered as a hospital under the laws of the territory in which the establishment is situated for the care and treatment of sick and injured persons as paying bed patients, and which:

1. has facilities for diagnosis and major surgical operations;
2. provides twenty four (24) hours a day nursing services by qualified and registered nurses;
3. is under the supervision of one or more Physicians in regular attendance; and
4. is not primarily a clinic; a place for the care of alcoholics or drug addicts; a sanatorium, a nursing, rest or convalescent home; or home for the aged or a hospice; or a natural cure clinic or health resort; or a place for the treatment of mental disorders; or an establishment for similar purposes.

Injury – bodily damage caused directly by an Accident independently of any other causes while this Policy is in force.

Mainland China – means the People’s Republic of China, which for the purpose of this Policy excludes Hong Kong, the Macao Special Administrative Regions and Taiwan.

Medically Necessary – medical or health care services and Confinement which are necessary and consistent with the diagnosis and customary medical treatment for the Disability and recommended by a Physician or Surgeon for the care or treatment of the Disability involved and must be widely accepted professionally in Hong Kong as effective, appropriate and essential based upon recognized standards of the health care specialty involved.

In no event will any of the following be considered to be Medically Necessary:

1. Confinement mainly for the personal comfort or convenience of the Insured or the Physician or any other person.
2. Confinement which the Insured’s Disability could safely and adequately be treated while not confined.
3. Confinement for experimental, screening and preventive services, routine physical examinations, health check-ups, or tests not incidental to treatment or diagnosis of a Disability.

Maturity Date – the twentieth (20th) Policy Anniversary.

Physician or Surgeon – any person other than the Policy Owner, the Insured, an insurance agent of the Insured, business partner(s) of the Insured, employee/employer of the Insured or a member of the Insured’s immediate family (unless approved in advance by the Company in writing) who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise legally authorized and entitled to practice western medicine in any country in accordance with the laws of that country, and who is acceptable to the Company.

Policy – the terms and conditions of this “Healthy Plus Refundable Hospital Income Plan”.

Policy Anniversary – the same day and month as the Commencement Date in each succeeding year after the Commencement Date while this Policy is in force.

Policy Date – the date the Policy documents are issued to the Policy Owner.

Policy Year – shall mean each twelve (12) month period from the Commencement Date.

Pre-existing Conditions – any physical, medical or mental condition or any sickness, disease, illness or injury:

1. which existed whether it was known or unknown to the Policy Owner or the Insured; or
2. which was investigated, diagnosed, or treated by a Physician; or
3. for which Physician was consulted; or
4. the signs or symptoms of which commenced, before the Commencement Date.

Public Transport – means (i) any public bus, public light bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; or (ii) any regularly scheduled airport limousine operating on fixed routes and schedules; or (iii) any regularly scheduled commercial aircraft.

Sickness, Disease or Illness – a physical condition marked by a pathological deviation from the normal healthy state which manifests and commences more than thirty (30) days after the Commencement Date or the date of reinstatement of this Policy (whichever is later). A sickness, disease or illness is regarded as having occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which would cause an ordinary prudent person to seek diagnosis, care or treatment. In the event of any conflict or discrepancy of opinions relating to the signs or symptoms of an illness and their manifestation between a Physician and the Insured, the Company shall adopt and follow the Physician's professional opinion.

Total Premiums Paid – the sum of the premiums due and paid as at the relevant date.

2 GENERAL PROVISIONS

2.1 The Contract

This Policy is issued in consideration of the application and payment of premiums as set out in the Policy Schedule. The application for this Policy, any medical evidence, written statements and declarations furnished as evidence of insurability, any supplements and the Policy documents (including but not limited to the Policy Schedule and the documents referred hereto) constitute the entire contract.

All statements made by or for the Insured and/or the Policy Owner shall be considered representations and not warranties.

2.2 Age and Sex

This Policy is issued at the Insured's age on the next birthday following the Commencement Date as set out in the Policy Schedule. If the age or sex of the Insured was misstated in the application for this Policy, the Company shall have the right to:

1. collect the premium shortfall with interest and any additional insurance levy that may be required if the premiums paid are less than the premiums that should have been paid for the correct age or sex; or
2. refund the excess premium and insurance levy without interest if the premiums paid are more than the premiums that should have been paid for the correct age or sex.

If the Insured's correct age when the Policy was issued is outside the age range pursuant to the Company's underwriting rules, this Policy shall be void from the outset and the Company shall send a notice to the Policy Owner at his / her last known address. The Company will refund to the Policy Owner the total premium and insurance levy paid under the Policy as at the date of such notice without interest, less any benefit paid under this Policy.

In addition to the above, Policy Owner must provide a copy of his / her identification document to the Company within 30 days of the Commencement Date. If Policy Owner does not provide this document within this 30 days, the Company will suspend the Policy and cease any further transactions. If the identification document has still not been provided within 90 days of the Commencement Date. The Company will cancel the Policy and treat it as having never existed, and will refund any premium and insurance levy paid, without interest, after deducting any benefits that may be paid.

2.3 Alterations

No alterations in the terms and conditions and provisions of this Policy shall be valid unless it is in a written endorsement to this Policy issued by the Company. No agent or other persons shall have the authority to change or waive any provision of this Policy.

2.4 Incorrect Disclosure or Non-Disclosure

Incorrect disclosure or non-disclosure of any material facts which, in the Company's opinion, may affect the Company's risk assessment, including but not limited to, age, gender and other material facts declared on the relevant application form or otherwise provided in the Policy application process, may render this Policy void from the Commencement Date, unless the Company confirms otherwise in writing. The Company's liability shall be limited to the amount of total premiums paid and total insurance levy paid without interest, less any benefit which has been paid under this Policy.

2.5 Policy Owner

The Policy Owner is the person designated in the Policy Schedule. Only the Policy Owner can exercise all rights, privileges and options provided under this Policy while the Insured is alive and this Policy is in force.

Notwithstanding anything contained in this Policy, if the Policy Owner holds this Policy in trust for the Beneficiary by virtue of an express trust, any rights, privileges and options to be exercised by the Policy Owner shall be deemed to be exercised by the Policy Owner with the consent of the Beneficiary and exercised for the sole benefit of the Beneficiary.

2.6 Beneficiary

The Beneficiary is the person or persons entitled to the proceeds of this Policy upon the death of the Insured. During the lifetime of the Insured, a Beneficiary has no right to deal in any way with this Policy.

Such proceeds of this Policy shall be paid to the nominated Beneficiary or, if there is no nominated Beneficiary, to the Policy Owner or, if the Policy Owner is deceased, to the appointed executor(s) or administrator(s) of the Policy Owner's estate, as the case may be.

The interest of any joint Beneficiary who predeceases the Insured shall accrue to the surviving Beneficiaries in such proportion as they are nominated and if no nomination equally. If no nominated Beneficiary survives the Insured, the proceeds of this Policy upon the death of the Insured shall vest in the Policy Owner or, if the Policy Owner is deceased, to the appointed executor(s) or administrator(s) of the Policy Owner's estate, as the case may be.

If any Beneficiary dies simultaneously with the Insured, the proceeds of this Policy shall, unless otherwise provided in the application or in a written request, be paid to the same payee or payees and in the same manner as if the person who is older by age had died before the person who is younger by age.

2.7 Changes of Policy Owner and Beneficiary

The Policy Owner may, while the Insured is alive and this Policy is in force, change the Policy Owner or the Beneficiary of this Policy by filing written request satisfactory to the Company. The change will only occur from the date the Company receives all information requested.

2.8 Assignment

Notwithstanding anything to the contrary in this Policy, this Policy or the benefits hereunder cannot be assigned by the Policy Owner.

2.9 Freedom from Restriction

Unless otherwise specified, this Policy contains no restrictions upon the Insured in respect of travel, residence, or occupation.

2.10 Currency of Payment

All amounts payable either to or by the Company shall be payable in the Currency specified in the Policy Schedule.

2.11 Notices from the Company

Any notice to be given under this Policy will be sent to the latest address of the Policy Owner as notified to the Company, and will be deemed to have been received by the Policy Owner 48 hours after posting.

2.12 Interpretation

Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

Should any conflict arise in respect of the interpretation of any provisions in this Policy and any other material otherwise produced by the Company, then the provisions of this Policy shall prevail.

2.13 Cooling-off Period

The Policy Owner has the right to cancel this Policy by notice and obtain a full refund of any premium(s) paid by you and insurance levy paid by you without any interest, by giving a written notice to the Company. Such notice must be signed by the Policy Owner and received directly by the Company within 21 calendar days immediately following either the day of delivery of the policy or a Cooling-off Notice to you or your nominated representative, whichever is the earlier as specified by cooling-off period principles set out by the Hong Kong insurance regulator. No refund can be made if a claim payment under the policy has been made prior to your request for cancellation.

2.14 Language

This Policy appears in the Chinese and English languages. In the event of any conflict between these two versions, the English language version shall govern and prevail.

2.15 Governing Law

This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

2.16 Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only the Company and the Policy Owner or their authorized representatives can enforce the terms of this Policy.

3 PREMIUMS AND REINSTATEMENT PROVISIONS

3.1 Payment of Premiums

The premium amount is specified in the Policy Schedule. Premiums are payable until the date as specified in the Policy Schedule. They shall be paid on a monthly basis or with such other frequency as the Company permits. Premiums once paid are fully earned. Premium due dates, Policy Anniversaries and Policy Years are determined from the Commencement Date as shown in the Policy Schedule. The first premium is due on the Commencement Date. In the event that the first premium is not paid within thirty (30) days from the Commencement Date, this Policy shall be deemed null and void, and the Company shall not be liable to pay any benefit under this Policy.

After payment of the first premium, failure to pay a premium on or before its due date shall constitute default in payment of premium.

3.2 Renewal

This Policy shall be automatically renewed at each Policy Anniversary for another Policy Year until the Maturity Date based on the then terms and conditions of this Policy, provided that premiums under this Policy are paid when due. The premium rates for each renewal are not guaranteed and subject to change at the sole discretion of the Company.

3.3 Grace Period

The Company shall allow a Grace Period of thirty (30) days after the premium due date for payment of each premium after the first premium. If a premium is still unpaid at the expiration of the Grace Period, this Policy shall cease to be in force from the date of the first unpaid premium without prejudice to any claim arising prior to the date the Policy ceases to be in force. Any due and unpaid premium and outstanding insurance levy shall be deducted from any benefit otherwise payable

3.4 Deduction of Unpaid Premium

In the event of the premium being paid by installments other than yearly, the Company shall deduct from any death benefit payable under this Policy the amount of unpaid premiums (if any) and outstanding insurance levy for the whole of the then current year of insurance, together with any other indebtedness which may be owing under the Policy.

3.5 Reinstatement

Within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated, this Policy may be reinstated at the Company's absolute discretion, provided that the Insured is still alive and insurable by the Company's underwriting rules.

Subject to the terms of this Policy and the Company's rules and regulations from time to time, the Policy Owner may apply for reinstatement of this Policy if:

1. a written application for reinstatement is furnished to the Company; and
2. the Policy Owner provides evidence of insurability satisfactory to the Company that the Insured is insurable on the same basis as when this Policy was issued; and
3. the Policy Owner pays all the unpaid premiums with interest (at a rate determined by the Company from time to time), any outstanding insurance levy and any surrender benefit received from the date of the default in payment of premium.

The Policy will be reinstated only from such date as notified in writing by the Company ('date of reinstatement'). No coverage is provided under this Policy during the period starting from the date on which the Policy lapses and ending on the date of reinstatement. For avoidance of doubt, the reinstated Policy shall cover Confinements caused by a Disability sustained after the date of reinstatement.

3.6 Non-Participating

This Policy is non-participating and shall not share in the divisible surplus of the Company's life insurance funds.

4 BENEFITS PROVISIONS

While this Policy is in force and subject to the terms, conditions, exclusions, limitations and restrictions in this Policy (including any attached endorsements), the Company will, upon receipt of due proof and the Company's approval, pay the benefit(s) in accordance with these Benefit Provisions.

4.1 Death Benefit

Subject to Clause 5.1, if the Insured dies before the Maturity Date, the Company shall, upon receipt of due proof of the death and any other documents as required by the Company, pay to the Beneficiary an amount equivalent to the sum of ten (10) times of Daily Hospital Cash Benefit and one hundred percent (100%) of the Total Premiums Paid as at the date of Insured's death under this Policy.

4.2 Accidental Death Benefit

Subject to Clause 5.1, if the Insured dies as a result of an Accident before the Maturity Date, the Company shall, in addition to the Death Benefit in Clause 4.1, pay to the Beneficiary an additional benefit of an amount equivalent to one hundred (100) times of Daily Hospital Cash Benefit under this Policy.

4.3 Hospitalization Benefits

The benefits payable under this Clause 4.3 are fixed as per the Policy Schedule or any endorsement attachment thereto, regardless of the actual fees or expenses incurred.

4.3.1 Daily Hospital Cash Benefit

The Company will pay to the Policy Owner the Daily Hospital Cash Benefit for each day of the Insured's Confinement in a Hospital as a result of a Disability. The maximum period for which this benefit is payable under this Policy is one thousand (1,000) days.

If the Insured's Confinement is in a Hospital in Mainland China, the total number of days for which the Daily Hospital Cash Benefit is payable shall not be more than seven (7) days for each Confinement in Mainland China.

Benefit payable under this Clause 4.3.1 is limited to a maximum of three (3) times of Confinements per Policy Year after the Insured's age next birthday reaches fifty-six (56).

The Daily Hospital Cash Benefit payable under this benefit is set out in the Policy Schedule.

4.3.2 Additional Accidental Daily Hospital Cash Benefit

The Company will pay to the Policy Owner an Additional Accidental Daily Hospital Cash Benefit in which its amount is equivalent to the amount of the Daily Hospital Cash Benefit payable for each day during the period of the Insured's Confinement as a result of an Accident.

The Additional Accidental Daily Hospital Cash Benefit payable is set out in the Policy Schedule and the maximum period for which this benefit is payable shall not exceed ninety (90) days per Confinement. This Benefit is in addition to other benefits payable under this Policy, and is payable only when the Daily Hospital Cash Benefit is paid or payable for that Confinement.

If the Insured's Confinement is in a Hospital in Mainland China, the total number of days for which the Additional Accidental Daily Hospital Cash Benefit is payable shall not be more than seven (7) days for each Confinement in Mainland China.

4.3.3 Additional Accidental Daily Hospital Cash Benefit involving Public Transport

The Company will pay to the Policy Owner an Additional Accidental Daily Hospital Cash Benefit involving Public Transport in which its amount is equivalent to the amount of the Daily Hospital Cash Benefit payable for each day during the period of the Insured's Confinement as a result of an Accident suffered (a) while riding as a passenger on a Public Transport, or (b) in an Accident directly caused by a Public Transport, provided that at the time of the Accident the Insured is not (i) the driver of any vehicle, (ii) navigating any vessel, (iii) piloting any aircraft, and/ or (iv) working in the course of employment on board any vehicle, vessel or aircraft.

The Additional Accidental Daily Hospital Cash Benefit involving Public Transport payable is set out in the Policy Schedule and the maximum period for which this benefit is payable shall not exceed three hundred sixty five (365) days under this Policy. This Benefit is in addition to other benefits payable under this Policy, and is payable only when the Daily Hospital Cash Benefit and Additional Accidental Daily Hospital Cash Benefit are paid or payable for that Confinement.

If the Insured's Confinement is in a Hospital in Mainland China, the total number of days for which the Additional Accidental Daily Hospital Cash Benefit involving Public Transport is payable shall not be more than seven (7) days for each Confinement in Mainland China.

4.3.4 Additional Infectious Diseases Daily Hospital Cash Benefit

The Company will pay to the Policy Owner an Additional Infectious Diseases Daily Hospital Cash Benefit in which its amount is equivalent to the amount of the Daily Hospital Cash Benefit payable for each day of the Insured's Confinement in a Hospital as a result of Covered Infectious Disease(s).

The Additional Infectious Diseases Daily Hospital Cash Benefit payable is set out in the Policy Schedule and the maximum period for which this benefit is payable shall not exceed thirty (30) days under this Policy. This Benefit is in addition to other benefits payable under this Policy, and is payable only when the Daily Hospital Cash Benefit is paid or payable for that Confinement.

No Additional Infectious Diseases Daily Hospital Cash Benefit shall be payable if the Insured's Confinement is in a Hospital in Mainland China.

4.3.5 Limitation for HIV-related Illness

Notwithstanding Clause 4.3.1, no Daily Hospital Cash Benefit shall be paid in respect of any Human Immunodeficiency Virus (HIV) related Disability, including Acquired Immunization Deficiency Syndrome (AIDS) and/or any mutations, derivations, variations or complications, which is derived from an HIV infection (except due to blood transfusion), unless the signs or symptoms of such Disability first occur after the Policy has been effective for five (5) consecutive Policy Years from the Commencement Date or the date of reinstatement of this Policy (whichever is later). The maximum period for which the Daily Hospital Cash Benefit is payable in respect of HIV related Disabilities is thirty (30) days per Policy Year regardless of the number of HIV related Disabilities suffered.

4.4 Surrender Benefit

While the Policy is in force and the Insured is alive, if the Policy Owner surrenders this Policy before the Maturity Date, the Company shall pay the Surrender Benefit which is expressed as a percentage of the Total Premiums Paid under this Policy up to the date of surrender (such date is determined in accordance with the Company's applicable rules and regulations in relation to Policy surrender), as set out below:

| Surrender during Policy Year | % of Total Premiums Paid |
|-------------------------------------|---------------------------------|
| 1st | 0% |
| 2nd | 0% |
| 3rd | 10% |
| 4th | 20% |
| 5th | 30% |
| 6th | 40% |
| 7th | 50% |
| 8th | 55% |
| 9th | 60% |
| 10th | 65% |
| 11th | 70% |
| 12th | 73% |
| 13th | 76% |
| 14th | 79% |
| 15th | 82% |
| 16th | 85% |
| 17th | 88% |
| 18th | 91% |
| 19th | 94% |
| 20th | 97% |

4.5 Maturity Benefit

While the Policy is in force and the Insured is alive on the Maturity Date, subject to the terms of this Policy, the Company shall pay to the Policy Owner one hundred and eight (108) percent of the Total Premiums Paid under this Policy.

4.6 Deduction from Benefits

Any outstanding premiums and insurance levy related to this Policy and other amounts due to the Company under this Policy will be deducted from any and all benefits when payable under this Policy.

4.7 No Interest on Benefits

The benefits payable under this Policy shall not carry any interest.

5 EXCLUSIONS

No Hospitalization Benefits is payable under this Policy when the Confinement is directly or indirectly caused by:

1. Congenital Conditions.
2. Pre-existing Conditions.
3. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not; Disability arising out of excessive consumption of alcohol or narcotics or similar drugs or agents unless prescribed by a Physician for the treatment of a Disability.
4. Conditions arising from surgical, mechanical or chemical contraceptive methods of birth control or the reversal of birth control or treatment pertaining to infertility.
5. Cosmetic surgery or plastic surgery, preventive or vaccination treatment not related to a Disability, except as necessitated by bodily Injuries wholly caused by an Accident occurring after the Commencement Date; dental care, surgery and treatment, except as necessitated by the need to restore sound natural teeth that are damaged wholly by Injury occurring after the Commencement Date and the restoration is only to restore the basic function of the natural teeth that existed prior to the Injury.
6. War or any act of war, terrorism or terroristic activities, declared or undeclared, hostilities, rebellion, revolution, insurrection, coup or usurped power or active duty in the military, naval or air forces of any country or international authority.
7. Any Disability resulting from:
 - (i) Racing of any kind other than on foot.
 - (ii) Participation in all forms of professional sports competition with reward and income.
 - (iii) Motorcycling other than on roadways designed primarily for motor traffic.
 - (iv) An activity in the air other than as a fare paying passenger on a duly licensed commercial aircraft.
 - (v) Deep water diving over thirty (30) meters requiring the use of breathing apparatus.
 - (vi) Abseiling and mountain climbing requiring the use of ropes and/or pitons.
 - (vii) Winter sports other than ice-rink skating.
 - (viii) Deliberate exposure to exceptional danger in the opinion of the Company except in an effort to save human life.
 - (ix) Nuclear radiation, or contamination or the use of ionization or combustion of any nuclear weapons.
8. Mental disorder, psychological or psychiatric condition, behavioral problems or personality disorder, or sleep disorder.
9. Pregnancy, childbirth (including surgical delivery), miscarriage which is not a result of Accident, abortion and prenatal or postnatal care.
10. The participation in any criminal event (including the consumption of illegal drugs).
11. Trans-sexual surgery.
12. Confinements in Mainland China to a Hospital classified as Class or Tier 2B or below, as defined by the State Council Ministry of Health of Mainland China.

No Accidental Death Benefit is payable under this Policy when the death of the Insured is directly or indirectly caused by:

1. Disease or infection (except infections which occur through an accidental cut or wound).
2. Pregnancy, childbirth (including surgical delivery) and abortion irrespective of whether such event is accelerated or induced by an Injury.
3. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not.
4. Any drug unless taken in accordance with the lawful directions and prescription of a qualified and registered Physician.
5. Accident occurring while or because the Insured is under the influence of alcohol.
6. Poison, gas or fumes, voluntarily or otherwise taken, absorbed or inhaled, other than as a result of an Accident arising from a hazardous incident in relation to the Insured's occupation.

7. War or any act of war, terrorism or terroristic activities, declared or undeclared, hostilities, rebellion, revolution, insurrection, coup or usurped power or active duty in the military, naval or air forces of any country or international authority.
8. Any activity in the air other than as a fare paying passenger on a duly licensed commercial aircraft.
9. The participation in any criminal event (including the consumption of illegal drugs).
10. Racing of any kind other than on foot.
11. Nuclear radiation, or contamination or the use of ionization or combustion of any nuclear weapons.
12. Participation in all forms of professional sports competition with reward and income.

5.1 Suicide

If the Insured dies by suicide, whether sane or insane, within thirteen (13) calendar months from the later of the Commencement Date or the date of reinstatement, the Company's liability shall be limited to the amount equal to the premiums paid without interest, less any outstanding insurance levy and any benefit which has been paid under this Policy.

6 CLAIM PROVISIONS

6.1 Notice of Claim

Written notice of a claim must be given to the Company within thirty (30) days (and in any case no later than six (6) months) from the date of Discharge from Confinement or the date of death of the Insured. Any claims received after the said period shall not be accepted, unless the Company in its sole discretion decides otherwise.

6.2 Proof of Claim

Upon receipt of a notice of claim, the Company shall provide the claimant with such forms as it requires for filing proof of claim.

Written proof satisfactory to the Company must be given to the Company within ninety (90) days after the time the proof is required or as soon thereafter as is reasonably possible, and in no event, except in the absence of legal capacity, later than six (6) months from the time the proof is required.

All certificates, information and evidence required by the Company shall be furnished at the expense of the claimant.

The Insured shall, at the Company's request and expense, submit to a medical examination by a Physician designated by the Company in the Hong Kong Special Administrative Region, when and so often as the Company may reasonably require.

6.3 Payment of Claim

The benefits of this Policy shall be payable to the Policy Owner or the nominated Beneficiary or any other person who is entitled to the benefits under this Policy, as the case may be, whose receipt shall constitute a sufficient discharge of all the Company's obligations under this Policy in respect of such benefit and conclusive evidence that the relevant claims under this Policy have been duly satisfied.

6.4 Abandoned Claims

If the Company declines any claim under this Policy and the Policy Owner does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, the claim for all purposes shall be deemed abandoned and shall not be recoverable afterwards.

7 TERMINATION PROVISIONS

This Policy shall terminate on the earliest of the following:

1. The death of the Insured; or
2. The Maturity Date; or
3. The date of Policy surrender. Such date is determined in accordance with the Company's applicable rules and regulations in relation to Policy surrender (To surrender the Policy, the Policy Owner needs to send the Company a completed surrender form or by any other means acceptable by the Company); or
4. On the premium due date, if the Policy Owner has not paid the premium within the Grace Period.

8 OBLIGATION TO PROVIDE INFORMATION

The Policy Owner acknowledges that the Company and/or its affiliates are obliged to comply with legal and/or regulatory requirements in various jurisdictions as promulgated and amended from time to time, such as the United States Foreign Account Tax Compliance Act, and the automatic exchange of information regime ("AEOI") followed by the Inland Revenue Department (the "Applicable Requirements"). These obligations include providing information of clients and related parties (including personal information) to relevant local and international authorities and/or to verify the identity of its clients and related parties. In addition, the Company's obligations under the AEOI are to:

1. identify accounts as non-excluded "financial accounts" ("NEFAs");
2. identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
3. determine the status of NEFA-holding entities as "passive NEFs" and identify the jurisdiction(s) in which their controlling persons reside for tax purposes;
4. collection information on NEFAs which is required by various authorities; and
5. furnish this information to the Inland Revenue Department.

Policy Owner has to provide a copy of his/her identification document to the Company within 30 days from the Commencement Date, otherwise this Policy will be suspended and refrained from carrying out further transactions. The Policy Owner agrees that from time to time the Company shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

1. for the Company to issue this Policy to the Policy Owner;
2. for the Company to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify the Company in writing within 30 days if there is any change to any of the information previously provided to the Company that relates to the Company's legal obligations under this clause (whether at time of application or at any other time).

If the Policy Owner does not provide such information within the time period as reasonably requested by the Company, notwithstanding any other provisions of this Policy, the Company shall be entitled to, to the extent permitted by Applicable Requirements,

1. report this Policy and/or information about the Policy Owner and/or the Beneficiary to relevant authority(ies);
2. terminate this Policy and return to the Policy Owner the surrender value (if any) without interest which shall be calculated pursuant to applicable terms and conditions under this Policy net of any outstanding amounts relating to this Policy; or
3. take any such other action as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period and notwithstanding any other provisions of this Policy, the Company shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by the Company under Applicable Requirements remains outstanding.

Annex I
List of Covered Infectious Diseases

| | |
|----|-------------------------------------|
| 1 | Acute poliomyelitis |
| 2 | Amoebic dysentery |
| 3 | Anthrax |
| 4 | Avian Influenza* |
| 5 | Chickenpox |
| 6 | Cholera |
| 7 | Creutzfeldt-Jakob disease |
| 8 | Dengue fever |
| 9 | Diphtheria |
| 10 | Hand, Foot and Mouth disease |
| 11 | Japanese encephalitis |
| 12 | Legionnaires' disease |
| 13 | Leprosy |
| 14 | Malaria |
| 15 | Measles |
| 16 | Plague |
| 17 | Rabies |
| 18 | Scarlet fever |
| 19 | Severe Acute Respiratory Syndrome** |
| 20 | Tetanus |
| 21 | Tuberculosis |
| 22 | Yellow fever |

*A viral disease in humans caused by Influenza A virus (strains H5N1 or H7N3 or H7N7 or H7N9 or H9N2 or other strains which are defined by World Health Organization) which are also adapted to and are proved to be originating from birds. Infections caused by any other type of Influenza virus strain will not be covered.

**A viral respiratory disease in humans which is caused by SARS coronavirus (SARS-CoV). Other respiratory diseases or other forms of the coronavirus (including SARS-CoV-2 causing COVID-19) are not covered.

INTERNATIONAL SOS 24-HOUR WORLDWIDE ASSISTANCE PROGRAM

General Benefits and Terms

The following SOS benefits are available to the Company's insureds ("Users") when travelling outside the Home Country or Usual Country of Residence for periods not exceeding 90 consecutive days per trip.

The Worldwide Assistance Program is provided as a benefit by International SOS ("Intl.SOS"). The Company is not an agent of Intl.SOS and shall not accept any liability for the services provided by Intl.SOS, or their availability. The contract between Intl.SOS and the Users is separate and independent to this Policy.

Medical Assistance:

- (1) Telephone Medical Advice**
Intl.SOS will arrange for the provision of medical advice to the User over the telephone.
- (2) Arrangement and Payment of Emergency Medical Evacuation**
Intl.SOS will arrange and pay for the air and/or surface transportation and communication for moving the User to the nearest hospital where appropriate medical care is available.
- (3) Arrangement and Payment of Emergency Medical Repatriation**
Intl.SOS will arrange and pay for the return of the User to the Home Country or Usual Country of Residence following an Emergency Medical Evacuation for subsequent in-hospital treatment in a place outside the Home Country or Usual Country of Residence.
- (4) Arrangement and Payment of Repatriation of Mortal Remains**
Intl.SOS will arrange for transporting the User's mortal remains from the place of death to the Home Country or Usual Country of Residence and pay for all expenses reasonably and unavoidably incurred in such transportation so arranged by Intl.SOS or alternatively pay the cost of burial at the place of death as approved by Intl.SOS.
- (5) Arrangement of Hospital Admission and Guarantee of Hospital Admission Deposit**
If the medical condition of the User is of such gravity as to require hospitalisation, Intl.SOS will assist such User in the hospital admission. In case of hospital admission duly approved by Intl.SOS and the User is without means of payment of the required hospital admission deposit, Intl.SOS will on behalf of the User guarantee or provide such payment up to US\$5,000. The provision of such guarantee by Intl.SOS is subject to Intl.SOS first securing payment from the User through the User's credit card or from the funds from the User's family. Intl.SOS shall not be responsible for any third party expenses which shall be solely the User's responsibility.
- (6) Delivery of Essential Medicine**
Intl.SOS will arrange to deliver to the User essential medicine, drugs and medical supplies that are necessary for a User's care and/or treatment but which are not available at the User's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. Intl.SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.
- (7) Arrangement and Payment of Compassionate Visit and Hotel Accommodation (US\$1,000 subject to a sub-limit US\$250 per day)**
Intl.SOS will arrange and pay for one economy class return airfare and hotel accommodations for a relative or a friend of the User to join the User who, when travelling alone, is hospitalised outside the Home Country or Usual Country of Residence for a period in excess of seven (7)

consecutive days, subject to Intl.SOS' prior approval and only when judged necessary by Intl.SOS on medical and compassionate grounds.

- (8) Arrangement and Payment of Return of Minor Children**
Intl.SOS will arrange and pay for the economy class one-way airfare for the return of minor children [aged 18 years old and below, unmarried] to the Home Country or Usual Country of Residence if they are left unattended as a result of the accompanying User's illness, accident or Emergency Medical Evacuation. Escort will be provided, when necessary, at no charge.
- (9) Arrangement and Payment of Convalescence Expenses** (US\$1,000 subject to a sub-limit US\$250 per day)
Intl.SOS will arrange and pay for the additional hotel accommodation expenses necessarily and unavoidably incurred by the User related to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalisation. Intl.SOS' prior approval, subject to its determination on medical grounds, is required in respect of such payment.
- (10) Arrangement and Payment of Unexpected Return to the Home Country or Usual Country of Residence**
In the event of the death of the User's close relative in his/her Home Country or Usual Country of Residence while the User is travelling overseas (save for in the case of migration) and necessitating an unexpected return to his Home Country or Usual Country of Residence, Intl.SOS will arrange and pay for one economy class return airfare for the return of the User to his/her Home Country or Usual Country of Residence.
- (11) Arrangement and Payment of Return of User to Original Work Site**
Following the User's Emergency Medical Evacuation or Emergency Medical Repatriation and within one (1) month period, Intl.SOS will, upon the User's request, arrange and pay for a one-way economy class airfare to return the User to the original work location.

Travel Assistance:

- (1) Inoculation and Visa Requirement Information**
Intl.SOS shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to the User at any time, whether or not the User is travelling or an emergency has occurred.
- (2) Lost Luggage Assistance**
Intl.SOS will assist the User who has lost his/her luggage while travelling outside the Home Country or Usual Country of Residence by referring the User to the appropriate authorities involved.
- (3) Lost Passport Assistance**
Intl.SOS will assist the User who has lost his/her passport while travelling outside the Home Country or Usual Country of Residence by referring the User to the appropriate authorities involved.
- (4) Legal Referral**
Intl.SOS will provide the Users with the name, address, telephone numbers, if requested by the User and if available, office hours for referred lawyers and legal practitioners. Intl.SOS will not give any legal advice to the User.

(5) Emergency Travel Service Assistance

Intl.SOS shall assist the User in making reservations for air ticket or hotel accommodation on an emergency basis when travelling overseas.

Definitions:

(1) Serious Medical Condition

means a condition which in the opinion of Intl.SOS constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the User's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the User's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

(2) Pre-Existing Condition

means any medical condition in respect of which the User has been hospitalised during the 12-month period immediately prior to the 1st day the User is included in Intl.SOS program or any medical condition that has been diagnosed or treated by a medical practitioner including prescribed drugs within the 6-month period prior to the 1st day the User is included in Intl.SOS program.

Exclusions:

The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless Intl.SOS has given its prior written approval and the Company has paid the designated fees:

- (1) Any expense incurred as a result of a Pre-existing Condition.
- (2) More than one emergency evacuation and/or repatriation for any single medical condition of a User during the term of the insurance policy, subject to a maximum of one year.
- (3) Any cost or expense not expressly covered by the program and not approved in advance and in writing by Intl.SOS and/or not arranged by Intl.SOS. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when Intl.SOS cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the User.
- (4) Any event occurring when the User is within the territory of his/her home country or Usual Country of Residence.
- (5) Any expense for Users who are travelling outside the Home Country or Usual Country of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
- (6) Any expense for medical evacuation or repatriation if the User is not suffering from a Serious Medical Condition, and/or in the opinion of the Intl.SOS physician, the User can be adequately treated locally, or treatment can be reasonably delayed until the User returns to his/her Home Country or Usual Country of Residence.
- (7) Any expense for medical evacuation or repatriation where the User, in the opinion of the Intl.SOS physician, can travel as an ordinary passenger without a medical escort.

- (8) Any treatment or expense related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- (9) Any expense related to accident or Injury occurring while the User is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
- (10) Any expense incurred for emotional, mental or psychiatric illness.
- (11) Any expense incurred as a result of a self-inflicted Injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases.
- (12) Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- (13) Any expense related to the User engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
- (14) Any expense related to the User engaging in the commission of, or the attempt to commit, an unlawful act.
- (15) Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
- (16) Any expense incurred as a result of the User engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- (17) Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to an Act of Terrorism or war.
- (18) Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
- (19) Any expense in respect of the User under Group 1 (group insurance) more than 75 years old and User under Group 2 (individual insurance) more than 70 at the date of intervention.
- (20) Any expense which is a direct result of nuclear reaction or radiation.

Intl.SOS, at its sole discretion, will assist Users on a fee-for-service basis for interventions falling under the above exceptions, subject to Intl.SOS receiving additional financial guarantees or indemnification from the Company and/or its User(s) prior to rendering such services on a fee-for-service basis.

This is served for reference only. Details are found in the original Contract between the Company and Intl.SOS.