# Zurich Term Life Insurance Plan
# Policy Provisions

ZLI-DTL-PRO-LIT-01407-ET-1026

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## 1. DEFINITIONS

Unless otherwise specified, words and expressions which are capitalized in the Policy Provisions shall have the following meanings:

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| **"Beneficiary(ies)"** | mean(s) the person(s) or entity(ies) designated by the Policyholders from time to time to receive the Death Benefit under the Policy upon the death of the Life Insured. |
| **"Death Benefit"** | means the amount payable upon the death of the Life Insured pursuant to the Benefit Provisions in the Policy Provisions, which is equivalent to the Sum Insured less any terminal illness benefit paid and any indebtedness which may be owing under the Policy. |
| **"Diagnosed" or "Diagnosis"** | means the definitive Diagnosis made by a Registered Medical Practitioner as herein below defined, based upon radiological, clinical, histological or laboratory evidence acceptable to us.<br><br>In case of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, we shall have the right to call for an examination, of either the Life Insured or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by us and the opinion of such expert as to such Diagnosis shall be binding on both the Life Insured and us. |
| **"Life Insured"** | means the person whose life is insured under the Policy and is named as the "Life Insured" in the Policy Schedule. |
| **"Policy"** | means the contract between the Policyholder and us, which consists of the (i) Policy Provisions; (ii) Policy Schedule; (iii) application summary with any subsequent amendments, declarations and statements duly made by the Policyholder and/or the Life Insured; and (iv) endorsement(s) (if any) to the Policy Provisions issued by us and duly signed by our authorized signatory from time to time. |
| **"Policy Anniversary Date"** | means the same date in each subsequent year as the Policy Date. |
| **"Policy Currency"** | means the currency as specified in the application summary and in the Policy Schedule. Unless otherwise approved by us, the premiums and benefit payable under the Policy shall be settled in the Policy Currency. |
| **"Policy Date"** | means the date specified as "Policy Date" in the Policy Schedule. Policy Date is the due date of the first (1st) regular premium under the Policy. |
| **"Policy Issue Date"** | means the date specified as "Policy Issue Date" in the Policy Schedule. Policy Issue Date is the effective date of the life coverage under the Policy. |
| **"Policy Expiry Date"** | means the date specified as "Policy Expiry Date" in the Policy Schedule. |
| **"Policy Provisions"** | means the terms and conditions of "Zurich Term Life Insurance Plan" herein, which may be amended by way of endorsement(s) (if any) issued by us and duly signed by our authorized signatory from time to time. |
| **"Policy Reinstatement Date"** | means the effective date of the Policy reinstatement by our approval. |
| **"Policy Schedule"** | means the document attached to and issued together with the Policy Provisions. |
| **"Policy Term"** | means the term during which the life of the Life Insured can be covered under the Policy and specified as the "Policy Term" in the Policy Schedule. |

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| **"Policyholder", "you" or "your"** | means the person who is the legal owner of the Policy and is named as the "Policyholder" in the Policy Schedule. |
| **"Premium Payment Term"** | means the period during which the premium shall continue to be paid for continued coverage under the Policy and specified as "Premium Payment Term" in the Policy Schedule. |
| **"Premium Renewable Term"** | means the term of one (1) year, five (5) years or ten (10) years as specified in the Policy Schedule. |
| **"Registered Medical Practitioner"** | means any person qualified by degree in and licensed to practice western medicine who is legally authorized in the geographical area of his practice to render medical or surgical services, but excluding a Registered Medical Practitioner who is the Life Insured himself, a member of the Life Insured's immediate family, the Policyholder or any person related in similar fashion to the Policyholder. |
| **"Sum Insured"** | means the amount shown in the Policy Schedule as "Sum Insured". |
| **"We", "our", "us" or "Zurich"** | mean(s) Zurich Life Insurance (Hong Kong) Limited. |

## 2. BENEFIT PROVISIONS

### 2.1 Sum Insured

Increase or reduction of the Sum Insured under the Policy is not allowed.

### 2.2 Death Benefit

While the Policy is in force and subject to the terms in the Policy Provisions, if the Life Insured dies during the Policy Term, we shall, upon the receipt of due proof of the death of the Life Insured and any other documents required by us, pay the Death Benefit, which is equivalent to the Sum Insured less any terminal illness benefit paid and any indebtedness which may be owing under the Policy, to the Beneficiary(ies).

The Death Benefit will be paid to the Beneficiary(ies) in accordance with the death benefit settlement option as instructed by the Policyholder.

The interest of any joint Beneficiary(ies) who predecease the Life Insured shall accrue to the surviving Beneficiary(ies) in such proportion as they are nominated and if no nomination equally.

If there is no nominated or surviving Beneficiary(ies) at the time of death of the Life Insured, the Death Benefit will be paid in a lump-sum to the Policyholder; or if the Policyholder is deceased, to the Policyholder's estate.

For the avoidance of doubt, no benefit shall be payable under the Policy if the Life Insured survives on the Policy Expiry Date.

### 2.3 Terminal Illness Benefit

If a Registered Medical Practitioner in the appropriate medical specialty has made a conclusive Diagnosis (with written confirmation) of a Life Insured that he/she has suffered from a condition that is expected to result in death within twelve (12) months, we will waive all the subsequent premium(s) payable under the Policy and pay the Policyholder the terminal illness benefit which is equivalent to the lesser of:

(i) fifty percent (50%) of the Sum Insured; or
(ii) HKD 1,000,000.

We will only pay the terminal illness benefit if the Life Insured is no longer receiving any active treatment other than that for pain relief or other conservative palliative measures.

The terminal illness benefit will be terminated on the Policy Anniversary Date which falls on or immediately follows the Life Insured's eighty first (81st) birthday (age next birthday).

Under no circumstances shall this terminal illness benefit be paid more than once under this Policy throughout the Policy Term. For the avoidance of doubt, if the Life Insured suffers from more than one (1) terminal illness at the same time, only one (1) claim can be made under this benefit.

### 2.4 Death Benefit Settlement Option

While the Life Insured is alive, the Policyholder can choose one of the following options regarding payment of Death Benefit to the Beneficiary(ies):

(i) A lump-sum payment; or
(ii) Installment – monthly settlement between one (1) to ten (10) years without interest. (Policyholder will determine the payout term for the installment payments)

The death benefit settlement option is applicable to all Beneficiaries if there are more than one (1) Beneficiary.

If the Beneficiary(ies) die(s) while receiving the monthly installment of the Death Benefit, the unpaid amount will be paid in a lump-sum to the respective estate of the Beneficiary(ies).

## 3. PREMIUM PROVISIONS

### 3.1 Payment of Premiums

Premiums are payable throughout the Premium Payment Term. The Premium Payment Term, the amount of premium payable and the premium payment frequency are specified in the Policy Schedule. Unless otherwise specified in the Policy Provisions, premium(s) paid shall not be refundable.

Whenever the amount of the premium paid is not equal to the premium due, we may at our sole discretion accept the amount paid as settlement of the premium due. We are not responsible for any loss arising from or attributable to our decision to refund or reject any premium paid.

The premium is fixed within the first (1st) Premium Renewable Term. The renewal premium is subject to change after the first (1st) Premium Renewable Term.

If terminal illness benefit is paid in accordance with clause 2.3, the premium(s) payable under the Policy will be waived thereafter.

### 3.2 Grace Period

We shall allow a grace period of thirty (30) days after the premium due date for payment of each premium. If a premium due is still unpaid after the grace period, the Policy will be lapsed or terminated immediately.

### 3.3 Reinstatement

If the Policy is terminated pursuant to clause 3.2 above, the Policy may be reinstated within two (2) years from the due date of the unpaid premium at our absolute discretion.

Subject to the terms of the Policy Provisions, the Policyholder may apply for reinstatement of the Policy on the following conditions:

(i) a written application for reinstatement in our prescribed form shall be received by us within two (2) years from the due date of the unpaid premium;
(ii) the Policyholder shall provide satisfactory evidence to us that the Life Insured is still insurable (including but not limited to evidence of the health of Life Insured);
(iii) any unpaid premium shall be paid in full with interest calculated at a rate determined by us;
(iv) the Policyholder shall provide any other information or documents reasonably required by us; and
(v) the application for reinstatement and the terms of reinstatement shall be approved by us in writing.

### 3.4 Automatic Guaranteed Renewal

While the Policy is in force and subject to the terms in the Policy Provisions, the Policy will be renewed at the end of each Premium Renewable Term up to age one hundred (100) (age next birthday) of the Life Insured without requirement of further information from you regarding the Life Insured's insurability.

Unless we have been informed in writing of your intention not to renew the Policy before the next renewal, the Policy will be automatically renewed for another Premium Renewable Term (subject to premium change) at the end of each Premium Renewable Term until the Policy Expiry Date provided that all premiums under the Policy are paid when due.

The premium after the first (1st) Premium Renewable Term is subject to change and will be determined at our sole discretion based on factors (including but not limited to) premium rate applicable to the attained age of the Life Insured at the time of renewal and claim experience.

## 4. TERMINATION PROVISIONS

### 4.1 Termination

Notwithstanding anything to the contrary in other parts of the Policy, the Policy shall be terminated on the earliest of the following:

(i) the death of the Life Insured;
(ii) failure of submission of the requirement documents for his/her identity verification of the Policyholder within the specified time;
(iii) the surrender of the Policy;
(iv) the lapse of the Policy due to the end of the grace period mentioned in clause 3.2 above;
(v) the Policy Expiry Date;
(vi) in our reasonable opinion the Policy has to be terminated to comply with relevant legal and regulatory requirements applicable to us; or
(vii) Zurich first becomes aware that the Policyholder becomes a sanctioned person under applicable trade and economic laws.

Upon termination as a result of clause 4.1(i) above, the Sum Insured less any terminal illness benefit paid and any indebtedness will be paid by us to the Beneficiary(ies) as Death Benefit.

Policy will be void and the premium shall be refunded without interest if the Policy is terminated upon 4.1(ii) above.

This Policy has no cash value. For the avoidance of doubt, no benefit and no surrender value shall be paid and no premium shall be refunded if the Policy is terminated due to clause 4.1(iii), 4.1(iv), 4.1(v) and 4.1(vi) above. The premium will be refunded if the Policy is terminated upon clause 4.1(vii).

If a Policy is terminated upon the Policy Expiry Date, coverage under the Policy will be provided up to and including the Policy Expiry Date.

## 5. CLAIMS PROVISIONS

### 5.1 Proof of Claim

(i) Death Claim
Payment of any benefit under the Policy is subject to the terms of the Policy Provisions and the documents set out in our prescribed claim form and such other documents as may be reasonably required by us to process the claim having been provided to us at the expenses of the claimant to our satisfaction within ninety (90) days after the death of the Life Insured.

(ii) Terminal Illness Claim
Payment of terminal illness benefit under the Policy is subject to the terms of the Policy Provisions and the documents set out in our prescribed claim form and such other documents as may be reasonably required by us to process the claim having been provided to us at the expenses of the claimant to our satisfaction within ninety (90) days after the Diagnosis date of the terminal illness of the Life Insured.

## 6. GENERAL PROVISIONS

### 6.1 Contract

The Policy is issued in consideration of the application and payment of premiums as set out in the Policy Schedule. The application for the Policy, any medical evidence, written statements and declarations furnished as evidence of insurability, the Policy Schedule and Policy Provisions shall constitute the entire contract between Zurich and the Policyholder.

No modifications to the Policy shall be valid unless it is evidenced by an endorsement signed by our duly authorized officer.

We rely on the information you gave us in your application, and we will treat all statements made in your application (in the absence of fraud) to be representations and shall form the basis of the contract. If your application omits facts or contains materially incorrect or incomplete facts, we have the right to declare the Policy void.

This Policy shall be conditional upon the satisfaction of customer due diligence and other applicable legal requirements and guidelines.

If you fail to send us the document proof to our satisfaction for your identity verification within the specified time, we have the right to declare the Policy void or terminate the Policy (as the case may be), and all the premium we received will be refunded to you without interest.

Zurich reserves the sole and exclusive right and discretion to accept or reject any application of this Policy. Nothing contained herein shall be construed as an obligation on the part of Zurich to issue the Policy or enter into any contractual relationship with the Policyholder.

### 6.2 Policyholder

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

### 6.3 Beneficiary(ies)

The Beneficiary(ies) is/are the person(s) entitled to receive the Death Benefit under the Policy upon the death of the Life Insured. During the lifetime of the Life Insured, the Beneficiary(ies) has no right to deal in any way with the Policy.

### 6.4 Change of Policyholder and Beneficiary(ies)

The Policyholder may, subject to our approval and while the Policy is in force, change the Policyholder or the Beneficiary(ies) of the Policy by submitting to us our prescribed form and such other documents or information which we may require from time to time. The change will not be effective until it is approved and accepted by us.

### 6.5 Life Insured

The Life Insured is any person designated by the Policyholder as shown in the Policy Schedule. The Life Insured cannot be changed after the Policy is issued.

### 6.6 Cooling-off Period

Provided that no claim has been made under the Policy, the Policyholder has the right to cancel the Policy and obtain a refund of any premium(s) and levy (if any) paid by you, by sending us a written notice to customer@hk.zurich.com through the email address you registered at the time of online application, within twenty-one (21) calendar days immediately following the day of delivery of the cooling-off notice to you.

### 6.7 Currency

Unless otherwise approved by us, all amounts payable under the Policy either to or by us shall be made in Hong Kong dollars only. If conversion between currencies is required, it shall be calculated at the prevailing currency exchange rate as determined by us in our absolute discretion from time to time upon payment. The rounding difference, if any, shall be accrued to us. We will make payment(s) under the Policy as soon as reasonably practicable taking into account the regulatory and business conditions and relevant operational procedures at the relevant time.

### 6.8 Rights of Third Party

Any person who is not a party to the Policy (including but not limited to, the Life Insured or the Beneficiary(ies)) shall have no rights to enforce any terms of the Policy. The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) does not apply to the Policy nor any document issued pursuant to the Policy.

### 6.9 Assignment

Benefits in the Policy are not assignable as a security or collateral for any financial dealing.

### 6.10 Incontestability

If this Policy is issued or reinstated on the basis of any incorrect declaration or statement made by a person who at the time of so doing knew that it contained a material inaccuracy or nondisclosure, we shall be entitled to contest this Policy. Except for material inaccuracy or nondisclosure, we will not contest the validity of this Policy during the lifetime of the Life Insured after the Policy has been in force for a continuous period of two (2) years from the Policy Issue Date or the Policy Reinstatement Date, whichever is the later.

If we do contest this Policy, we may adjust the premiums or benefits or reserves the right to void this Policy totally. If we void this Policy, the refund payable by us will be limited to all premiums paid less where applicable any amount paid by us for indemnifying the claim previously. If any claim has been paid by us and has been in excess of refund, you shall pay such excess to us.

### 6.11 Borrowing Power

The Policy does not provide any cash value for policy loans and has no borrowing power.

### 6.12 Non-participating

The Policy is a non-participating insurance Policy and does not participate in our profits or surplus.

### 6.13 Surrender

You may surrender the Policy at any time by giving us written notice in accordance with the Policy. No surrender value shall be paid upon the surrender of this Policy. This Policy has no cash value and no benefits are payable on surrender of the Policy. Upon surrender, this Policy shall be terminated.

### 6.14 Misstatement of age and/or sex

If the Policyholder has incorrectly stated the Life Insured's age and/or sex which may affect the level of premium we charge in the Policy, we shall have the right to:

- adjust the amount of premium and/or any benefit by applying the premium rate for the correct age and/or sex, if the premiums paid are less than the premiums that should have been paid for the correct age and/or sex; or
- refund the excess premium without interest if the premiums paid are more than the premiums that should have been paid for the correct age and/or sex.

If the Life Insured would not have satisfied the insurability requirements based on the correct age and sex, we reserve the right to declare the Policy void from inception and our liability is limited to the refund of the total premium(s) paid by the Policyholder without interest and less any outstanding

indebtedness (with interest calculated at a rate determined by us) which may be owing to us under the Policy.

### 6.15 Suicide

If the Life Insured, whether sane or insane, commits suicide within two (2) years from the Policy Issue Date or the Policy Reinstatement Date, whichever is later, our liability under the Policy will be limited to the refund of total premiums paid (without interest) starting from the Policy Issue Date or the Policy Reinstatement Date (whichever is later).

### 6.16 Sanctions

All financial transactions are subject to compliance and applicable trade or economic sanctions laws and regulations. We will not provide the Policyholder, the Life Insured, Beneficiary or any third party with any services or benefits including but not limited to acceptance of premium payments, claim payments and other reimbursements, if in doing so we may violate applicable trade sanctions laws and regulations.

We may terminate the Policy if we consider the Policyholder, the Life Insured or the Beneficiary(ies) as sanctioned persons, or the Policyholder, the Life Insured or the Beneficiary(ies) conduct an activity which is sanctioned, according to trade or economic sanctions laws and regulations.

The above clause shall also apply for any trade or economic sanction law or regulation that we deem applicable or if the Life Insured or other party receiving payment, service or benefit is a sanctioned person.

### 6.17 Termination right due to regulatory exposure

If you move to another country during the lifecycle of your Policy, you must notify us of such planned change prior to such change but no later than within thirty (30) days of such change. Please note that you may no longer be eligible to make payments into your Policy. The local laws and regulations of the jurisdiction to which you move may affect our ability to continue to service your Policy in accordance with the Policy Provisions. Therefore, we reserve all rights to take any steps that we deem appropriate, including the right to cancel the Policy.

### 6.18 Payment restrictions

We execute payments under the Policy only to the Policyholder or Beneficiary(ies). These payments can only be made by wire transfer and to a bank account in the name of such Policyholder or Beneficiary(ies) located in the same jurisdiction as the Policyholder's or, as applicable, the Beneficiary's(ies') (tax) residency. An exception to these restrictions may be granted at our sole discretion and after evaluation of the facts and circumstances. Under no circumstances we will execute any Policy related cash payments to US residents.

### 6.19 General modification right

The Policy has been concluded based on the legal and regulatory requirements in force and applicable at the time of conclusion. Should the mandatory legal and regulatory requirements applicable to your Policy change, in particular also if you change your country of residency, and as a consequence we are not able to continue performing the Policy without potential material adverse effects to us, to meet the changed legal and regulatory requirements, we have the rights to modify the Policy Provisions as we deem appropriate at our own discretion, or to terminate the Policy.

We will inform you whenever reasonably possible in advance about the changes in the Policy Provisions. In the case of termination of the Policy, we will send you a termination notice and the Policy will terminate in accordance with the termination notice.

### 6.20 Notices to Zurich

All notices which we require the Policyholder to give shall be sent through your registered email, or in other forms acceptable to us and addressed to us.

### 6.21 Interpretation

Throughout the Policy Provisions, where the context so requires, words embodying the masculine gender shall include the feminine gender, and singular terms shall include the plural and vice versa.

### 6.22 Governing Law and Jurisdiction

The Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties agree to submit to the exclusive jurisdiction of the Hong Kong court.

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