

eFamilyPro Life Insurance Plan CONTENTS

	Page
A. GENERAL PROVISIONS	1
1. MEANINGS AND DEFINITIONS	1
2. ENTIRE CONTRACT	2
3. INCONTESTABILITY	3
4. SUICIDE	3
5. IN FORCE.....	3
6. TERMINATION BY POLICYHOLDER	4
7. PAYMENT OF PREMIUM	4
8. GRACE PERIOD	4
9. REINSTATEMENT	4
10. OWNERSHIP	5
11. ASSIGNMENT.....	5
12. BENEFICIARY	5
13. DEATH BENEFIT	5
14. DEATH BENEFIT CLAIM.....	6
15. NON-PARTICIPATION	6
16. PAYMENT OF BENEFITS	6
17. REDUCTION OF SUM INSURED.....	6
18. COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX COMPLIANCE ..	7
19. APPLICABLE LAW.....	12
20. RIGHTS OF THIRD PARTIES	12
21. POLICY SERVICING.....	12
B. PREMIUM ADJUSTMENT	12
C. CONVERSION PRIVILEGE	13
APPENDIX 1	14
Supplemental Benefit Listed On The 'Policy Schedule 1' (if any)	

「易安逸」人壽保障計劃 目錄

	頁
甲. 一般條款	1
1. 含義及釋義	1
2. 整份合約	2
3. 不可異議	3
4. 自殺	3
5. 保單生效期	3
6. 由保單持有人終止保單	4
7. 繳付保費	4
8. 寬限期	4
9. 保單復效	4
10. 擁有權	5
11. 權益轉讓	5
12. 受益人	5
13. 身故保障	5
14. 身故保障索償	6
15. 非分紅性	6
16. 支付賠償	6
17. 調減保額	6
18. 收集及使用客戶資料，金融罪行風險管理活動及稅務合規	7
19. 適用的法律	12
20. 第三者權益	12
21. 保單服務	12
乙. 保費調整	12
丙. 轉換權益	13
附錄1	14
載於保單附表1之附加保障(如適用者)	

The terms and conditions of this Policy are as follows:

A. GENERAL PROVISIONS

1. MEANINGS AND DEFINITIONS

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

“**Application**” means your application for this Policy and includes any medical information received by us in respect of the Life Insured and any statements or representations made by you in respect of the Life Insured as evidence of insurability.

“**Basic Plan**” means the Basic Plan specified in Policy Schedule 1.

“**Beneficiary(ies)**” means the Beneficiary(ies) designated under provision A12.

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

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

“**Grace Period**” means, in respect of a premium payable under this Policy, the period referred to in provision A8.

“**Hong Kong SAR**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Insurance Age**” means, at any date, the age of the Life Insured or Policyholder (where applicable) on the most recent birthday prior to the Policy Date plus the number of completed Policy Years. If the Life Insured’s or Policyholder’s (where applicable) birthday is on the Policy Date, it will be calculated based on the age on such Policy Date.

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

“**Life Insured**” means the person named as Life Insured in Policy Schedule 1.

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

“**Policy**” means the Application and the provisions set out in this Policy document including the Policy Schedules, the Supplemental Benefit provisions (if any) and in any Policy Endorsements issued by us.

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

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

以下列出本保單的各項條款及條件：

甲. 一般條款

1. 含義及釋義

在本保單內，恒生保險有限公司稱為「本公司」，而保單持有人稱為「閣下」。

「申請書」指閣下就本保單而作出的申請書，並包括本公司收到的任何有關受保人的醫療資料，以及閣下就受保人之可保證明所作出的任何聲明或陳述。

「基本計劃」指在保單附表1上列明的基本計劃。

「受益人」指在第甲12項條款所指定的受益人。

「保障終止日」指在保單附表1上列明的保障終止日。

「身故保障」指在任何時間除依照第甲2(c)項條款及第甲4項條款外，根據第甲13項條款計算之金額，並於受保人身故時須支付。

「寬限期」指就本保單需繳之保費，在第甲8項條款所述的期間。

「香港特區」指中華人民共和國香港特別行政區。

「受保年齡」指在任何一日，受保人或保單持有人(如適用)在保單日期之前的最近一個生日的年齡加上已經完結的保單年度數目。若受保人或保單持有人(如適用)在保單日期當日生日，則以保單日期當日的年齡計算。

「簽發日期」指保單附表1內所訂明的簽發日期。

「受保人」指保單附表1內所訂明的受保人。

「付款終止日」指保單附表1內所訂明的付款終止日。

「保單」指申請書及本保單文件，包括保單附表、附加保障條款(如有)及本公司不時發出的任何保單批註中列明的條款。

「保單週年日」指保單日期的每一個週年日。

「保單日期」指保單附表1內所訂明的保單日期。

“Policy Endorsement” means any document issued by us which sets out amendments to the provisions of this Policy.

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

“Policyholder” means the person named as Policyholder in Policy Schedule 1.

“Policy Year” means the period from and including a Policy Anniversary up to but excluding the next subsequent Policy Anniversary. The period from and including the Policy Date up to but excluding the first Policy Anniversary is deemed to be the first Policy Year.

“Sum Insured” means the amount indicated as such in Policy Schedule 1 or in any Policy Endorsements issued by us.

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

“Term” means a period as specified in Policy Schedule 1 during which the premium is level.

Terms defined above and any other terms defined in this Policy shall have the same meaning whenever used in this Policy unless the context requires otherwise. All words in this Policy denoting the singular shall where the context permits include the plural and vice versa.

2. ENTIRE CONTRACT

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

「保單批註」指本公司發出任何列明對本保單條款作出修訂的文件。

「保單附表」指隨本保單發出的最初附表及其任何修訂、任何用於替代現有附表之附表及本公司明確採納的任何新附表，在每個情況下均以書面通知保單持有人。

「保單持有人」指保單附表1內所訂明的保單持有人。

「保單年度」指由保單週年日當日起計至下一個接續之保單週年日(但不包括此接續之保單週年日當日)。保單日期當日起計至首個保單週年日(但不包括此首個保單週年日當日)的期間稱為「首個保單年度」。

「保額」指在保單附表1內或本公司不時發出的任何保單批註中所列的保額之金額。

「附加保障」指在保單附表1的保障詳情部分或本公司發出的任何保單批註內列明附於基本計劃的附加保障。

「年期」指保單附表1內訂明之期間，保費於該段期間將按定額收取。

除非文意另有所指，否則本保單以上定義詞語及任何其他定義詞語在用於本保單時具有相同意思。於內容容許下，此保單內表示單數的詞語將包括複數，反之亦然。

2. 整份合約

- (a) 閣下與本公司之間所達成的整份合約包括本保單、閣下就本保單而作出的申請書、本公司接獲的任何有關受保人及保單持有人(如適用)的醫療證明文件及任何提供予本公司作為可保證明的書面聲明及回覆。
- (b) 除本公司依照第甲2(c)項條款所作的修訂外，若非具備本公司發出的書面保單批註或經修訂的保單附表，及閣下以書面表示同意有關的修訂，本保單所作出的任何修訂將不會生效。
- (c) 在下列情況下，本公司可在未經閣下的同意下修訂本保單：
 - (i) 任何在保單附表1或任何提供作為可保證明的書面聲明或回覆內的資料(尤其是有關年齡、性別或吸煙習慣等)被發現為錯誤；或
 - (ii) 本公司發現閣下或受保人誤述或隱瞞任何閣下或受保人已知的事實，或一個具備常理的人士在閣下或受保人相同情況下應該知道的事實，而有關事實對本公司就承保受保人作出的風險評估具有重要性。

Any such amendment will be contained in a Policy Endorsement to this Policy or a revised Policy Schedule and will retrospectively adjust its terms and conditions to reflect the basis on which we in our absolute discretion consider we would have issued and operated this Policy taking into account the full and correct information.

3. INCONTESTABILITY

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

This provision will not apply to any Supplemental Benefits.

4. SUICIDE

If the Life Insured dies by suicide, whether sane or insane, within one year of the later of the Issue Date or the effective date of reinstatement pursuant to provision A9, our liability will be limited to any amount paid to us by the Policyholder (excluding any interest received by us pursuant to provision A9) under this Policy less any amount paid by us under this Policy in respect of coverage since the Policy Date or the effective date of reinstatement if this Policy has been reinstated, and less any outstanding premiums.

5. IN FORCE

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

- (a) the Benefit Cessation Date of the Basic Plan as stated in Policy Schedule 1;
- (b) the Policy Anniversary at which the Life Insured's Insurance Age is eighty;
- (c) the date of death of the Life Insured under provision A13;
- (d) the due date of the unpaid premium if this Policy lapses in accordance with provision A8;
- (e) the date this Policy is cancelled or is terminated pursuant to provisions A6 or A18 or the terms of any Supplemental Benefits; and
- (f) the date this Policy is made void by us in the following manner: we have the right to request from you various information or data to verify your identity in a way that meets the requirements of the relevant regulators pursuant to such rules or guidelines issued by such regulator, and if you do not provide such information or data within a time period as requested by us, which is reasonable in the context of such requirements, then upon the expiry of such time period this Policy becomes voidable by us. Prior to the expiry of such time period and notwithstanding any other provisions as stated in the Policy, we have the sole discretion to suspend or defer any transactions or provision of any services under this Policy if such identity verification remains uncompleted within such time period as stipulated in such rules and guidelines issued by such regulator.

任何有關修訂將載於就本保單發出的保單批註或經修訂的保單附表，並且將具追溯效力而修訂本保單的條款及條件，以反映在考慮到全面而真確的資料，以及在本公司的絕對酌情權考慮下，本應會簽發及處理本保單的基礎。

3. 不可異議

若非有欺詐及除依照第甲**2(c)**項條款外，在本保單生效及受保人在生期間，由簽發日期或根據第甲**9**項條款的保單復效生效日(以較遲者為準)起達**2**年後，本公司不會對本保單提出異議。此項條款不適用於任何附加保障。

4. 自殺

若受保人在簽發日期或根據第甲**9**項條款的保單復效生效日(以較遲者為準)起一年內自殺身亡，無論自殺身亡時神志清醒或錯亂，本公司的責任將只限於發還保單持有人就本保單已繳付本公司的任何金額(本公司根據第甲**9**項條款所收取之利息除外)，扣除本公司由保單日期或保單復效生效日(如本保單已復效)起就本保單的保障已支付的任何金額，再扣除任何未付之保費。

5. 保單生效期

本保單視為由保單日期起生效，並持續生效直至發生下列**(a)**至**(f)**的情況(以較早者為準)為止：

- (a) 保單附表**1**內所訂明基本計劃之保障終止日；
- (b) 受保人受保年齡滿八十**(80)**歲的保單週年日；
- (c) 受保人根據第甲**13**項條款之身故日；
- (d) 若本保單按照第甲**8**項條款失效，則指未付保費到期當日；
- (e) 此保單根據第甲**6**項條款或第甲**18**項條款或任何附加保障的條款取消或終止之當日；及
- (f) 本公司將按下列方式視本保單無效的日期：本公司有權要求閣下提供各種資料或數據來核實閣下的身份，以滿足相關監管機構發出的規則或指引的要求；若閣下沒有在本公司所提出的、就上述要求而言屬於合理的時限內提供該資料或數據，則在該時限屆滿之後，本保單將可被本公司視為無效。於該時限屆滿前，儘管於本保單有任何其他條款，若未能就相關監管機構發出的規則及指引規定的時限內完成相關的身份驗證，本公司可自行酌情決定暫停或延遲執行本保單之下的任何交易或本保單之下的任何服務之提供。

6. TERMINATION BY POLICYHOLDER

The Policyholder may terminate this Policy by sending a termination notice to the Company in a duly completed prescribed form. Such termination shall become effective on the next premium due date after receipt of such form by the Company.

7. PAYMENT OF PREMIUM

The premiums are payable to us while the Life Insured is alive, on or before the premium due dates up to but excluding the relevant Payment Cessation Date as specified in Policy Schedule 1, or until the last premium due date prior to the date of termination of this Policy, whichever is earlier.

Premiums are payable monthly or in such other frequency or by any method we make available. You may, subject to our consent, request to change the frequency of premium payment at a Policy Anniversary by giving us one month written notice. If accepted by us, we will then inform you of the adjusted premiums due.

8. GRACE PERIOD

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

If a premium is not paid by the end of the Grace Period, this Policy will immediately lapse with effect as at the due date of first unpaid premium.

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

9. REINSTATEMENT

If this Policy has lapsed due to non-payment of premium, you may apply to reinstate this Policy within one year from the due date of the first unpaid premium. To reinstate this Policy, we require:

- (a) a written application for reinstatement in a prescribed form;
- (b) production, at your expense, of evidence of insurability of the Life Insured satisfactory to us; and
- (c) payment of all overdue premiums with interest since the due date of the first unpaid premium and up to the time of reinstatement.

It will be at our sole discretion whether to accept any application for reinstatement. Where accepted, the applicable interest on overdue premiums will be calculated at a rate determined by us from time to time.

6. 由保單持有人終止保單

保單持有人可透過向本公司發出已填妥之指定格式終止通知以終止本保單。該終止會於本公司收妥該指定格式通知後之下一個保費到期日生效。

7. 繳付保費

受保人在生期間，保費須在到期日或之前向本公司繳付，直至(但不包括)保單附錄1指明的有關付款終止日或直至此保單的終止日之前最後一個保費到期日為止(以較早者為準)。

閣下可以按月或按本公司提供的其他繳費頻率或方法繳付保費。閣下可於保單週年日前一個月向本公司發出書面通知而要求更改保費繳付之頻率，但該要求須得到本公司同意。若本公司接受有關更改，本公司將會通知閣下調整後的到期保費金額。

8. 寬限期

本公司會就任何到期保費給予30日的寬限期。本公司必須在寬限期內收到保費，否則有關保費將不會被視作已繳付。

若在寬限期屆滿時保費仍然未繳，本保單將由首次欠繳保費的到期日即時失效。

如受保人於寬限期內身故，本公司將根據第甲13項條款支付身故保障。

9. 保單復效

若本保單因欠付保費而失效，閣下可在第一次未付保費的到期日之後一年內申請將本保單復效。申請將本保單復效時，閣下須：

- (a) 以指定的格式提出書面申請將保單復效；
- (b) 提交本公司滿意的受保人可保證明，惟閣下須支付有關之費用；及
- (c) 繳付由首個未付保費的到期日起至保單復效時止之所有逾期保費連利息。

本公司可自行酌情決定是否接納復效申請。申請一經接納，適用於逾期保費的利息將根據本公司不時訂定之利率計算。

10. OWNERSHIP

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

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

11. ASSIGNMENT

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

12. BENEFICIARY

- (a) When a beneficiary(ies) is/are designated either in this Policy or by a declaration in writing provided to us by the Policyholder, such Beneficiary(ies) recorded in our latest record will, subject to any applicable laws or regulations to the contrary, be deemed to be beneficially entitled to the Death Benefit of this Policy at the time of death of the Life Insured.
- (b) While this Policy is in force, you may change the Beneficiary(ies) by giving us a written request which we may require to be in a specified form. A change of Beneficiary(ies) shall be effective only if accepted and recorded by us.
- (c) A change of Beneficiary(ies) will be deemed effective as of the date the request is signed whether or not the Life Insured is alive at the time of our approval and recording of such request.

13. DEATH BENEFIT

- (a) We will pay the Death Benefit on the death of the Life Insured provided that this Policy is in force at the date of death of the Life Insured and we receive the documents or information as set out in provision A14 or pursuant to the terms of the Supplemental Benefit (if any).
- (b) The Death Benefit which applies under this Policy is, at the date of death of the Life Insured, the Sum Insured as specified in Policy Schedule 1 or in any Policy Endorsements issued by us less any outstanding premiums.

10. 擁有權

在不抵觸任何不可撤銷受益人的權益之情況下，閣下在本保單生效期內可擁有本保單一切的持有權。如獲本公司同意，閣下可把本保單的擁有權由閣下轉移給另一位新保單持有人。而轉移擁有權申請需以本公司指明之表格以書面申請連同按本公司合理的要求下提交有效的證明文件。如轉移擁有權生效後，本保單的一切擁有權即從轉移生效日起歸予新的保單持有人。

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

11. 權益轉讓

閣下可在未經可撤銷受益人的同意下，轉讓本保單作為貸款的抵押品。權益轉讓要求須在本公司予以接納並且記錄在案後方可生效。對於任何試圖轉讓的後果、有效性或效力，本公司概不負責。

12. 受益人

- (a) 若保單持有人在保單內或以書面聲明向本公司提供之指定受益人，本公司最新記錄所載的受益人將於受保人身故時視為本保單之身故保障的受益人，但任何適用法律或規例另有規定者除外。
- (b) 在本保單生效期間，閣下可透過書面要求(本公司可能要求填寫指定表格)向本公司提出更改受益人。只在本公司接受及記錄後，受益人的更改方告生效。
- (c) 受益人的更改將自申請書簽署當日生效，不論受保人在本公司批准及記錄該要求時是否在生。

13. 身故保障

- (a) 本公司將在接獲第甲14項條款所列明之文件或資料後或根據附加保障條款(如有)，及本保單於受保人身故當日仍然生效的前提下，在受保人身故時支付身故保障。
- (b) 於受保人身故當日，本保單之下適用的身故保障將為保單附表1內或本公司不時發出的任何保單批註中所列的保額，扣除任何未付之保費。

14. DEATH BENEFIT CLAIM

- (a) If the Life Insured dies while this Policy is in force, we will pay the Death Benefit to the surviving Beneficiary(ies), or if none has been designated or the designated Beneficiary(ies) has or have died before the Life Insured, to you or your estate. If the Life Insured and Beneficiary(ies) die in circumstances rendering it uncertain that any one of them, or which of them, survived the other or others, the Life Insured shall be deemed to have survived the Beneficiary(ies).
- (b) Subject to provision A16 below, any amount payable on the death of the Life Insured will be paid after we have received written proof of the validity of claim satisfactory to us. Proof of the validity of claim shall include:
 - (i) evidence of the death of the Life Insured and the cause of death;
 - (ii) evidence of the right of the claimant to be paid;
 - (iii) this Policy document; and
 - (iv) any other information which we may reasonably require to establish the validity of the claim.
- (c) The receipt of the Death Benefit payable under this Policy by the Beneficiary(ies), you or your estate or any assignee will discharge us from any further liability under this Policy.

15. NON-PARTICIPATION

This Policy does not participate in the profits of the Company.

16. PAYMENT OF BENEFITS

Any premiums outstanding at the time of any payment under this Policy shall be deducted from the amount otherwise payable under this Policy. Our claim for any outstanding premiums shall be prior to any payment to the Policyholder or the Beneficiary or the assignee or other persons (as the case may be) under this Policy.

17. REDUCTION OF SUM INSURED

The Policyholder may request us, in writing, to reduce the Sum Insured while this Policy is in force. If the request is agreed by the Company, the Sum Insured and Death Benefit under this Policy will be adjusted and reduced proportionally. The Company will issue a written confirmation with a set of revised Policy Schedules as relevant to the Policyholder to effect the changes.

14. 身故保障索償

- (a) 若受保人在保單生效期間身故，本公司將把身故保障付予仍在生之受益人；若閣下未有指定受益人或指定之受益人於受保人身故前已身故，則付予閣下或閣下的遺產承繼人。若受保人及受益人在不能確定其身故先後的情況下身故，則當作受保人於受益人身故時尚存。
- (b) 除本公司依照第甲16項條款支付的身故賠償外，本公司在接獲令本公司滿意的有效書面索償證明後，將支付因受保人身故而須支付的任何款項。上述有效索償證明包括：
 - (i) 受保人死亡及死因證明；
 - (ii) 索償人有權領取款項的證據；
 - (ii) 本保單文件；及
 - (iv) 本公司為證明索償有效性而合理要求的其他任何資料。
- (c) 受益人、閣下或閣下的遺產承繼人或受讓人於收到根據本保單所支付的身故保障後，本公司就本保單的其他任何責任即獲解除。

15. 非分紅性

此保單不會獲得本公司盈利之分配。

16. 支付賠償

本公司在根據本保單支付任何賠償時，將從本保單應付的金額中扣除任何未付之保費。在本公司根據本保單向保單持有人或受益人或受讓人或其他人士(視情況而定)支付任何款項前，本公司會先獲償付就任何未付之保費而提出的申索。

17. 調減保額

保單持有人可在本保單生效期間以書面要求調減保額。如要求獲本公司同意，本保單之保額及身故保障將相對地調整及減少。本公司將會簽發一份確認通知及修改保單附表予保單持有人以讓其更改生效。

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

(a) Definitions

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

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

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

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

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

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

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

18. 收集及使用客戶資料，金融罪行風險管理活動及稅務合規

(a) 釋義

下列出現於本條款及附錄1的定義詞語有下列涵義：

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) COLLECTION, USE AND SHARING OF CUSTOMER INFORMATION

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

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

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

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

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

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

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

「**稅務機關**」指香港特區或外地稅務、稅收、經濟或金融機關。

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

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

凡提及單數詞包括指其複數(反之亦然)。

(b) 收集、使用及分享客戶資料

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

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

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

COLLECTION

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

USE

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

SHARING

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

YOUR OBLIGATIONS

- (iv) You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from us, or a member of the HSBC Group.

客戶資料不會披露予任何人士(包括其他滙豐集團成員)，除非：

(1)

- 本公司因應法律要求作出披露；或
- 本公司有公眾責任作出披露；或
- 本公司因合法權益需要披露；或
- 獲閣下同意作出披露；及

(2) 按收集個人資料聲明所載作出披露。

收集

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

使用

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

分享

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

閣下的責任

(iv) 不時提供予本公司或滙豐集團成員的客戶資料如有任何變更，閣下同意從速(在任何情況下於**30**天內)以書面通知本公司。閣下亦同意從速回覆本公司或滙豐集團成員任何要求提供客戶資料。

- (v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the use, processing, disclosure and transfer of their information as set out in these policy terms, Appendix 1 and the PICS (as may be amended or supplemented by us from time to time). You and every Connected Person have (or will at the relevant time have) read and understand the PICS. You shall advise such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all Customer Information in the manner described in these policy terms. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.
- (vii) Where:
- you or a Connected Person fail(s) to provide promptly Customer Information reasonably requested by us, or
 - you or a Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
 - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

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

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

(v) 閣下確認其資料(包括個人資料或稅務資料)已被或會被提供予本公司或滙豐集團成員的每名關連人士已獲通知及同意(或在有關時候會獲通知及同意)其資料按本公司可不時修改或補充的本保單條款、附錄1及收集個人資料聲明所載使用、處理、披露及轉移。閣下及每名關連人士已(或在有關時候)閱讀及明白收集個人資料聲明。閣下須知會該等關連人士他們有權索取及改正其個人資料。

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

(vii) 如：

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

本公司可能：

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

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

(c) FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction or communication by you or on your behalf or by a Connected Person or on their behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your or a Connected Person's identity and status.
- (ii) To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

(d) TAX COMPLIANCE

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

(e) SURVIVAL UPON TERMINATION

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

(f) MISCELLANEOUS

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

(c) 金融罪行風險管理活動

- (i) 金融罪行風險管理活動包括但不限於：**(A)** 審查、攔截及調查閣下或關連人士（或代表彼等）發出的任何指示或通訊；**(B)** 調查款項的來源或預定收款人；**(C)** 組合客戶資料和滙豐集團持有的其他相關資料；及**(D)** 對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認閣下或關連人士的身分及狀況。
- (ii) 在法律許可的情況下，對閣下或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟延遲、阻截或拒絕支付任何付款或提供全部或部分服務相關或因進行金融罪行風險管理活動導致的任何損失，本公司及其他任何滙豐集團成員無需負責。

(d) 稅務合規

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

(e) 終止後繼續有效

即使服務終止或本保單到期，本條款繼續有效。

(f) 雜項

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

19. APPLICABLE LAW

The terms and conditions of this Policy shall be governed by and construed in accordance with the laws of the Hong Kong SAR.

20. RIGHTS OF THIRD PARTIES

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

21. POLICY SERVICING

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

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

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

B. PREMIUM ADJUSTMENT

The premium is guaranteed level for the first 10 years from the Policy Date provided that there is no change of Sum Insured during the prevailing Term. The premium will then be adjusted at every 10th Policy Anniversary until this Policy is terminated.

The adjusted premium will remain level provided that there is no change of Sum Insured:

- (a) for a period of 10 years until the next premium adjustment date; or
- (b) where the Policy is terminated or ceases to be in force within such 10 year period, for such shorter period until this Policy is terminated or ceases to be in force.

The premium adjustment will be determined in accordance with the Company's prevailing rate table applicable to this class of policy and the Insurance Age of the Life Insured at the time of adjustment. A notice of such premium adjustment will be sent to the Policyholder prior to it taking effect.

19. 適用的法律

本保單的條款及條件以香港特區的法律為依歸並受其約束。

20. 第三者權益

除閣下及本公司以外，並無其他人士有權強制執行本保單條款。

21. 保單服務

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

- (i) 身在香港特區境外；或
- (ii) 以任何其他方式受任何其他地方的法律管轄，

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

乙. 保費調整

由保單日期起的首10年內及保額於當時年期不變下，每期保費保證定額。保費將於每第10個保單週年日作出調整，直至保單終止。

於保額不變下，經調整後的保費將維持定額：

- (a) 10年直至下一個保費調整日；或
- (b) 若保單在該10年內終止或停止生效，則為此較短之年期直至本保單終止或停止生效。

保費調整之時將按照本公司就有關此類保單的當時適用收費標準及於調整之時受保人的受保年齡釐定。本公司將會在保費調整生效前向保單持有人發送有關該項保費調整的通知。

C. CONVERSION PRIVILEGE

At any Policy Anniversary at which the Life Insured's Insurance Age is less than 60, this Policy may be converted to a new whole of life or endowment policy on the life of the Life Insured for a Sum Insured less than or equal to the Sum Insured shown in Policy Schedule 1. The new policy must be a prevailing product determined by us at the time of policy conversion and its conversion will be subject to prevailing regulatory and the Company's requirements for new application except the medical underwriting requirements will be waived. The premium for the new policy will be determined in accordance with the Company's rate table applicable to that class of policy prevailing at the date of conversion, and the Insurance Age of the Life Insured at such date.

Supplemental Benefit which is attached to this Policy may be added to the new policy in the same amounts, provided that such Supplemental Benefit is then available, failing which we may offer to add any similar supplemental benefits which are available by us.

丙. 轉換權益

在受保人受保年齡未滿60歲的任何一個保單週年日，本保單可轉換為另一全新及保額與保單附表1相同或較少的終身壽險或儲蓄保險。新保單必須是轉換當時本公司所決定的保險產品。除有關醫療核保的規定將被豁免外，新保單內所有轉換權益均受現行的監管及本公司的規定約束。新保單之保費將由本公司根據該類保險在轉換時的收費標準及受保人的受保年齡而釐定。

本保單內之附加保障亦可同時一併加入新保單內，惟需以本公司當時仍有提供該等附加保障為準。如本公司未再提供該等附加保障，則由本公司決定並提供近似之附加保障。

APPENDIX 1

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

USE OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

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

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

附錄1

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

使用非個人資料的客戶資料

非個人資料的客戶資料可被用作下列用途：

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

SHARING AND TRANSFER OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

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

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

分享及轉移非個人資料的客戶資料

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

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

(中文譯本)

SUPPLEMENTAL BENEFIT TERMINAL ILLNESS BENEFIT

This Supplemental Benefit (i.e. Terminal Illness Benefit) forms part of the Policy. Should any provisions of this Supplemental Benefit be inconsistent with any provisions of the Policy, the former shall prevail for the purpose of this Supplemental Benefit. Definitions used in this Supplemental Benefit where defined in the Policy shall have the same meaning as in the Policy except where specifically provided for in this Supplemental Benefit.

1. DEFINITIONS

“Date of Terminal Illness” means the commencement of Terminal Illness as determined by us on the basis of evidence we receive regarding the Terminal Illness and the advice of our appointed Registered Doctor.

“Terminal Illness” means a medical condition of the Life Insured that is certified by our appointed Registered Doctor to be reasonably expected to result in death of the Life Insured within twelve (12) months from the date of certification.

“Registered Doctor” means a person duly qualified and legally registered as such in the Hong Kong SAR and should a claim occur outside of the Hong Kong SAR shall mean a practitioner of western medicine who is duly registered as such under the laws of that geographical area in which the claim arises, but excluding the Life Insured, Policyholder, Beneficiary, Life Insured’s or Policyholder’s business partner and employer and employee, or a member of either the Life Insured’s or Policyholder’s parents, brothers, sisters, spouse and children unless approved by the Company in writing.

2. BENEFIT

If the Life Insured suffers from Terminal Illness and this Policy was in force at the Date of Terminal Illness, we will pay 100% of the Death Benefit of the Basic Plan in advance for one Terminal Illness only and for one time payment only, even if the Life Insured is diagnosed as having more than one Terminal Illness.

Upon receipt of this Supplemental Benefit by the Policyholder, the Policy which includes the Basic Plan and all Supplemental Benefits (if any) will be terminated and the Company will be fully discharged from all further liability.

3. EXCLUSIONS

No benefit will be paid for any Terminal Illness resulting directly or indirectly from, or caused or contributed by, any condition which existed before the Issue Date of this Policy or effective date of this Supplemental Benefit or effective date of last reinstatement, whichever is the latest, in respect of the Life Insured and which presented sign or symptom of which the Policyholder or Life Insured was aware of or should reasonably have been aware of as of the Issue Date of this Policy or effective date of this Supplemental Benefit or effective date of last reinstatement, whichever is the latest.

附加保障 末期疾病保障

本附加保障(即末期疾病保障)構成本保單的一部分。如本附加保障的任何條款與保單的任何條款出現分歧，就本附加保障而言，一概以本附加保障的條款為準。本附加保障中使用的定義詞語若已在保單中作出定義，其含意應與保單的定義相同，但本附加保障特別規定者則除外。

1. 定義

「末期疾病日期」是指本公司在收到有關末期疾病之證明及本公司委任註冊醫生的意見後，而由本公司決定的末期疾病開始日期。

「末期疾病」是指經本公司委任之註冊醫生根據受保人的病理狀況證實受保人在合理預測下將於證實日期起計十二(12)個月內身故。

「註冊醫生」指具有正式有關資格並在香港特區合法註冊為此身份的人士。若在香港特區以外地方提出索償，所指人士為根據提出索償的所在地之法律而正式註冊的西醫。除本公司書面核准之外，所指人士並不包括受保人、保單持有人、受益人、受保人或保單持有人的商業夥伴及僱主與員工，或受保人或保單持有人的父母、兄弟、姊妹、配偶或子女。

2. 利益

若受保人患有末期疾病及本保單在末期疾病日期當日仍然生效，縱使受保人被證實患上多於一項之末期疾病，本公司將只就一項末期疾病，預支全數基本計劃之身故保障一次。

當保單持有人已收訖本附加保障賠償，本保單(包括基本計劃及所有附加保障(如有))將終止及本公司就本保單的其他任何責任即獲解除。

3. 不保事項

本附加保障將不包括受保人於本保單之簽發日期或本附加保障之生效日期或最後之保單復效日期(以較遲者為準)之前之任何狀況所直接或間接引致或引發之任何末期疾病，以及於本保單之簽發日期或本附加保障之生效日期或最後之保單復效日期(以較遲者為準)時保單持有人或受保人該已知悉或在合理情況下應已察覺之有關徵狀或病徵的疾病。

4. CLAIMS

A claim must be made within ninety (90) days from the Terminal Illness was first diagnosed on the Life Insured, and whilst this Policy is in force. If the claim is not made within that period, we will not be liable to pay the benefit unless it is shown that it was not reasonably practicable to make a claim within that time period, and that the claim was made as soon as was reasonably practicable.

We will pay this Supplemental Benefit only when we receive written proof of claim satisfactory to us. Proof of claim must include:

- (a) a fully completed claim form supplied by us;
- (b) evidence of the Terminal Illness of the Life Insured and the cause of such illness; and
- (c) any other information which we may reasonably require to establish the validity of the claim.

Any variation or waiver of the foregoing shall be at the Company's sole discretion and must be evidenced in writing.

5. TERMINATION

This Supplemental Benefit will automatically terminate from the earliest of the following dates:

- (a) if whenever applicable, when this Policy terminates, expires, lapses, becomes void, is cancelled or is surrendered in accordance with the relevant provisions of this Policy;
- (b) on the Benefit Cessation Date of this Supplemental Benefit as specified in Policy Schedule 1; or
- (c) upon payout of this Supplemental Benefit.

6. RIGHTS OF THIRD PARTIES

This Supplemental Benefit forms part of the Policy and no person other than you and us will have any rights to enforce the provisions of this Supplemental Benefit.

4. 索償

申請索償必須在受保人首次患上末期疾病後的九十(90)日內，及保單仍然生效時提出。若索償不在上述期間提出申請，除非有原因證明無法在合理情況下於該段期間內提出索償，及已在合理情況下盡早申索，否則本公司將不負責支付有關賠償。

本公司在接獲令本公司滿意的書面索償證明後，將會支付本附加保障作賠償。索償證明須包括：

- (a) 填妥由本公司提供之索償申請表；
- (b) 證明受保人已患有末期疾病及其起因的一切有關文件；及
- (c) 本公司為證明索償的有效性而合理要求的其他任何資料。

本公司保留任何更改及豁免以上文件之權利及並將以書面作實。

5. 保障終止

本附加保障將在以下情況下自動終止(以較早者為準)：

- (a) 在適用的情況下，如本保單按照本保單有關條款終止、到期、失效、變成無效、取消或退保；
- (b) 於保單附表1列明本附加保障的保障終止日；或
- (c) 本公司已支付此末期疾病保障賠償。

6. 第三者權益

本附加保障構成本保單的一部分。除閣下及本公司以外，並無其他人士有權強制執行本附加保障的條款。