



**Protection You Can Trust,  
Flexibility You Need.**

[www.pacificcross.com](http://www.pacificcross.com)



# HWI LIFE INSURANCE

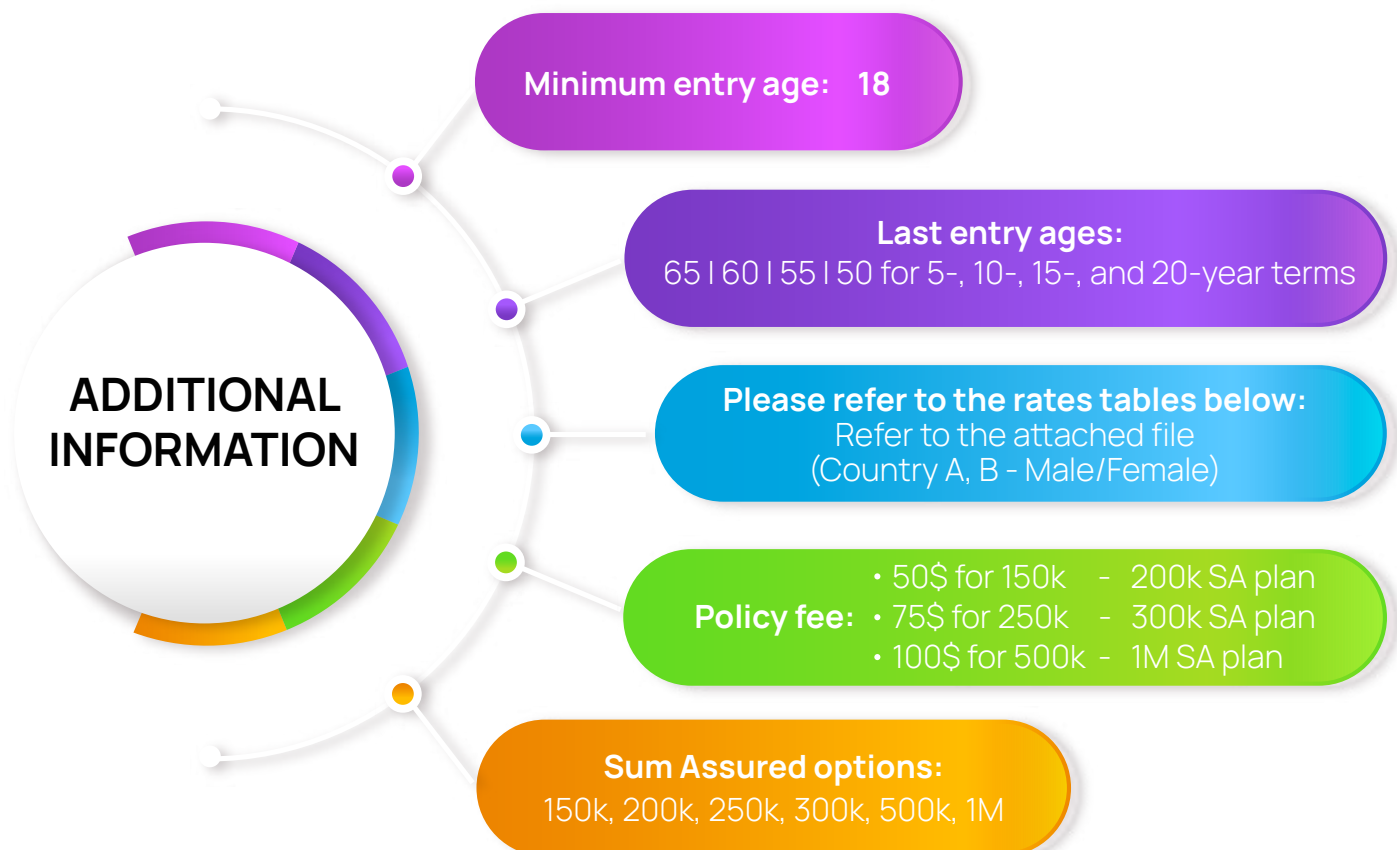
Secure your family's future with flexible, affordable coverage. Choose your terms and enjoy peace of mind, backed by a AAA reinsurer

# What is HWI PLAN



**HWI Plan** is a flexible life insurance plan that provides financial security for you and your loved ones. Enjoy peace of mind with global protection that adapts to your needs, whether short-term or long-term.

## WHY CHOOSE HWI PLAN



# Premium Rates Overview

Premium rates are determined by factors such as age, gender, smoker or non-Smoker and the sum assured. Here's an overview:

POLICY FEE	SUM ASSURED PLAN
50 USD	150k - 200k
75 USD	250k - 300k
100 USD	500k - 1M

## COUNTRY-SPECIFIC RATES

Premium rates for different countries are available in the attached Excel files. Please refer to the specific rates for your country and gender:

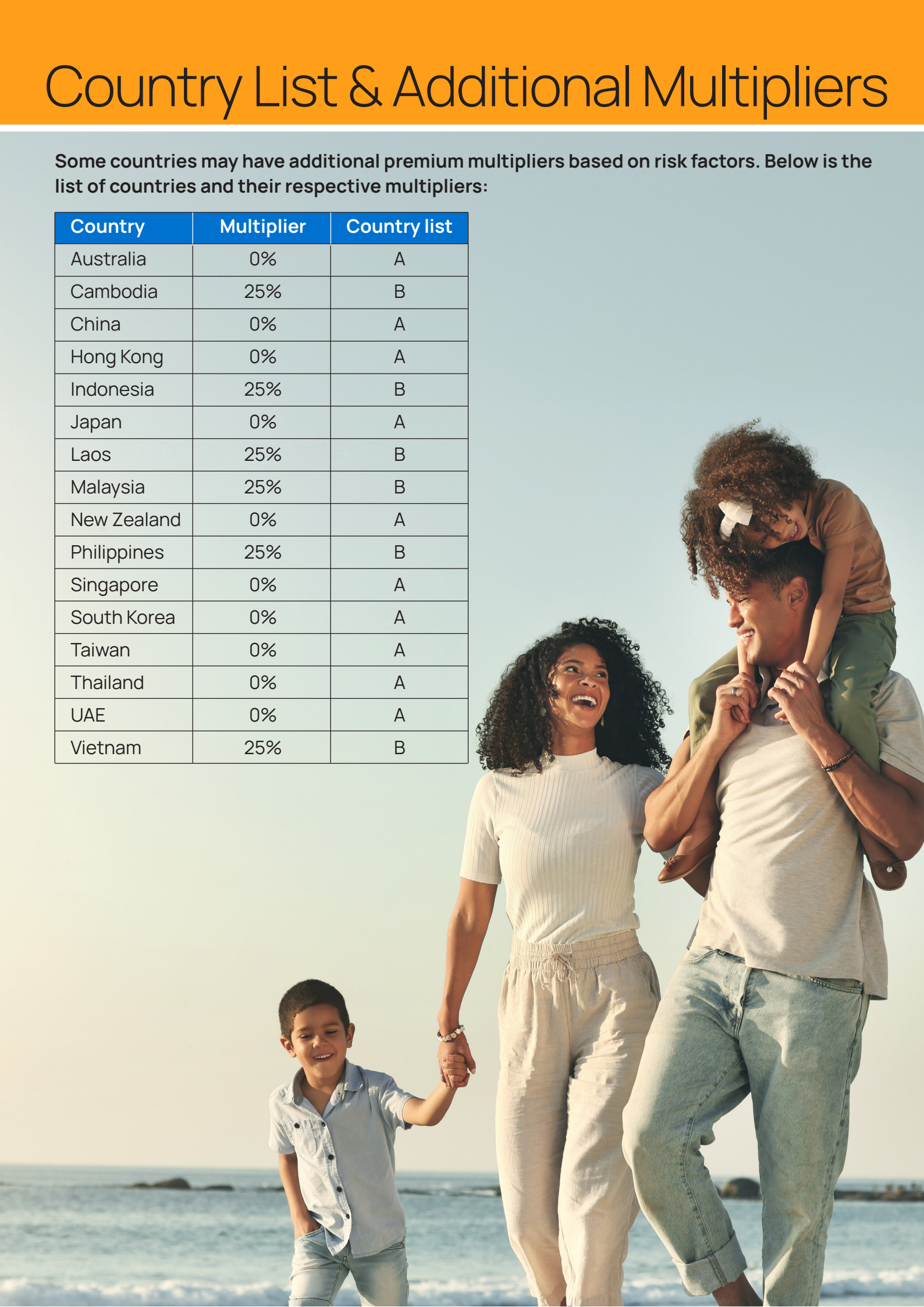
Country A	Country B
Male	Male
Female	Female



# Country List & Additional Multipliers

Some countries may have additional premium multipliers based on risk factors. Below is the list of countries and their respective multipliers:

Country	Multiplier	Country list
Australia	0%	A
Cambodia	25%	B
China	0%	A
Hong Kong	0%	A
Indonesia	25%	B
Japan	0%	A
Laos	25%	B
Malaysia	25%	B
New Zealand	0%	A
Philippines	25%	B
Singapore	0%	A
South Korea	0%	A
Taiwan	0%	A
Thailand	0%	A
UAE	0%	A
Vietnam	25%	B



# Medical Requirements

Sum Assured (USD)	Up to 45 Years	46-55 Years	56-65 Years	Above 65 Years
100,001-250,000	None	Medical Exam (B)	Medical Exam (B), C	Medical Exam (B), C, F
250,001-500,000	B, C, F	B, C, F	B, C, F	B, C, F
500,001-750,000	B, C, F	B, C, F, H	B, C, F, H	B, C, F, H
750,001-1,000,000	B, C, F, H	B, C, F, H	B, C, F, H, ExECG	B, C, F, H, ExECG

## Key:

- **B = Medical Examination**
- **C = Microurinalysis**
- **F = Full Blood Test**
- **H = Financial Questionnaire completed by Life Assured**
- **ExECG = Exercise ECG**

## Full Blood Test Shall Include the Following:

- **CBC (Complete Blood Count):** WBC & Differential Counts, Hb, HCT, MCV, MCH, and Platelets.
- **Glucose Fasting Blood Sugar:** Measures blood sugar levels after fasting.
- **Lipids:** Total Cholesterol, HDL Cholesterol, LDL Cholesterol, and Triglyceride levels.
- **Liver Function Tests:** ALP, SGOT, SGPT, GGTP, A/G Ratio (Albumin & Globulin), Total Bilirubins, and AFP.
- **Renal Function Tests:** Urea, Creatinine, and Uric Acid.
- **HIV 1&2 and HBsAg:** Tests for HIV and Hepatitis B surface antigen.































# PROPOSAL FORM FOR PERSONAL INSURANCE

## IMPORTANT NOTE:

You are required to disclose ALL material facts and circumstances in this proposal form, which shall form the basis of the contract, otherwise the policy issued may be void or voidable. If you are in any doubt as to whether certain factor circumstances are material or not, you must disclose them to **PACIFIC CROSS INSURANCE COMPANY LIMITED**.

Please check (✓) if appropriate. For all sections that are not applicable, fill in "Not Applicable" or "N/A." Any changes on the following proposal should be initialed by you. Please print or type in BLOCK LETTERS.

## PART I (To be completed in all cases)

### SECTION A - PROPOSED INSURED DETAILS

Name: Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ Sex:  Female  Male  
 Marital Status: \_\_\_\_\_ Place of Birth \_\_\_\_\_  
 Date of Birth: \_\_\_\_ MM / \_\_\_\_ DD / \_\_\_\_ YYYY Age (Last Birthday): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Occupation & Duties: \_\_\_\_\_  Employed  Self-employed  
 Passport No.: \_\_\_\_\_  
 Country of Issue: \_\_\_\_\_

### SECTION B - APPLICANT DETAILS (if other than Proposed Insured)

Name: Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ Sex:  Female  Male  
 Date of Birth: \_\_\_\_ MM / \_\_\_\_ DD / \_\_\_\_ YYYY Relationship to Proposed Insured: \_\_\_\_\_

### SECTION C - PURPOSE OF COVER

Personal / Family Protection  Inheritance Tax Provision  Private Loan Cover  
 Others (Please give details): \_\_\_\_\_

### SECTION D - SUM INSURED (in US)

\$150,000  \$200,000  \$250,000  \$300,000  \$500,000  \$1,000,000

# PROPOSAL FORM FOR PERSONAL INSURANCE



## SECTION E - MEDICAL / PERSONAL DETAILS

Please complete the following questions. If you answer "Yes" to any of the questions, please provide full details in the space provided for "Further Information."

1. BUILD: Height: \_\_\_\_\_ cm Weight: \_\_\_\_\_ kg

2. FAMILY HISTORY:

Relationship	Living/Deceased	Age	State of Health/Age at Death	Cause of Death
Father				
Mother				
Siblings				

3. NAME AND ADDRESS OF YOUR FAMILY DOCTOR: \_\_\_\_\_

4. HAVE YOU EVER HAD, OR BEEN TOLD YOU HAD ANY OF THE FOLLOWING:
- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| a. Any disease of the respiratory system? (e.g., asthma, bronchitis, pleurisy, tuberculosis or any other disease of the lungs)                              | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Any disease of the cardiovascular system? (e.g., stroke, heart attack, rheumatic fever, chest pain (angina pectoris), hypertension, shortness of breath) | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Any disease of the digestive system? (e.g., indigestion, ulcer, colitis, gall bladder or liver disease, including hepatitis)                             | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Any disease of the urinary system? (e.g., kidney stones, nephritis, blood or protein in the urine)   | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Mental or nervous disorders? (e.g., stress, depression, epilepsy, fainting, paralysis, brain disorder)   | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Diabetes, thyroid or any other endocrine disorders?  | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Cancer, tumour or any form of growth?  | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Loss or reduction of hearing or sight or loss of any limb?   | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Sexually transmitted disease?  | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Drug or alcohol dependency?  | <input type="checkbox"/> | <input type="checkbox"/> |
| k. Any other ailment, impairment, injury or need for medical attention?   | <input type="checkbox"/> | <input type="checkbox"/> |
| l. Any special diet or treatment, including taking medication?  | <input type="checkbox"/> | <input type="checkbox"/> |
5. a. Has your weight been the same in the past two years?  
If not, (i) increased \_\_\_\_\_ kg, or (ii) decreased \_\_\_\_\_ kg
- b. Have you at any time been an in-patient or out-patient in a hospital, clinic or nursing home for any illness or condition requiring medical, surgical or psychiatric advice, treatment, investigations or tests?
- c. Have you or your spouse/partner ever been tested for, received or expect to receive medical advice, counselling or treatment in connection with AIDS, AIDS-related complex or any other AIDS-related condition, or have you been told of these?
- d. Are you currently pregnant?  
If so, state the date of expected delivery: \_\_\_\_\_
6. a. Have you smoked any form of tobacco in the last 12 months?
- b. Have you ever changed your smoking habits on medical advice?
- c. If you ever smoked, please state the number of years since you stopped: \_\_\_\_\_ Years
7. a. Alcohol: \_\_\_\_\_
- b. Cigarettes: \_\_\_\_\_
- c. Cigars: \_\_\_\_\_
- d. Pipe tobacco: \_\_\_\_\_

# PROPOSAL FORM FOR PERSONAL INSURANCE



## SECTION E - MEDICAL / PERSONAL DETAILS

- 8. Has any application for life or disability insurance on your life ever been postponed, declined, withdrawn or had any special terms imposed?
- 9. Do you have any intention of engaging in, or do you regularly take part in any hazardous pursuit or activity?
- 10. Do you fly other than a fare-paying passenger on a scheduled airline?
- 11. Do you have any intention of residing outside of your present country in the foreseeable future?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

## SECTION F - SIMULTANEOUS APPLICATIONS

Please state if any simultaneous applications are being made to other life insurance companies. If so, please give appropriate details as follows:

Insurance Company	Sum Assured	Type of Cover	Purpose of Cover
_____	_____	_____	_____
_____	_____	_____	_____

## SECTION G - EXISTING COVER

Please give details of any existing insurance cover in force with this company or any other life insurance company as follows:

Insurance Company	Sum Assured	Type of Cover	Purpose of Cover
_____	_____	_____	_____
_____	_____	_____	_____

## FURTHER INFORMATION

If you answered "Yes" to any of the above questions, please state that Question No. and provide the fullest possible information including the Names and Addresses of Hospitals and also of any Doctors whose names you did not include under "Medical / Personal Details."

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## DECLARATION

I/We hereby declare that to the best of my/our knowledge, the foregoing statements are true and complete and that such disclosures will form part of the basis of this Contract of life assurance.

Signature of Proposed Insured: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

# PROPOSAL FORM FOR PERSONAL INSURANCE

## PART II - FINANCIAL QUESTIONNAIRE (To be completed when necessary)

### SECTION A - INCOME DETAILS

Please state your earned income of the last 3 years:

20\_\_\_\_ 20\_\_\_\_ 20\_\_\_\_

Please state your unearned income of the last 3 years, i.e., property rental income, dividend from shares, interests or others:

20\_\_\_\_ 20\_\_\_\_ 20\_\_\_\_

### SECTION B - To be additionally completed for Personal / Family Protection

#### 1. PERSONAL NET WORTH

Please give details on your Assets and Liabilities:

**Assets:**

Property: \_\_\_\_\_

Deposits: \_\_\_\_\_

Investments: \_\_\_\_\_

Shares: \_\_\_\_\_

Others: \_\_\_\_\_

**Total (Assets):** \_\_\_\_\_

**Liabilities:**

Mortgage(s): \_\_\_\_\_

Loans: \_\_\_\_\_

Others: \_\_\_\_\_

**Total (Assets):** \_\_\_\_\_

**Personal Net Worth (Assets minus Liabilities):** \_\_\_\_\_

#### 2. FAMILY SITUATION

Please state the number and age of your dependants:

\_\_\_\_\_

### SECTION C - To be additionally completed for Inheritance Tax Provision

Please state the estimated inheritance tax liability on death of the life assured:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What is the calculation basis and by whom was the calculation made?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# PROPOSAL FORM FOR PERSONAL INSURANCE

## SECTION D - To be additionally completed for Private Loan Cover

No need to complete this part if a copy of the countersigned loan agreement is available for reference.

**What is the purpose of the loan?**

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**Please state the name of the lender:** \_\_\_\_\_

**Please state the name of the borrower:** \_\_\_\_\_

**Please state the amount of the loan:** \_\_\_\_\_

**Please state the term of the loan:** \_\_\_\_\_

**What are the interest rates?** \_\_\_\_\_

**Has the application for life insurance been demanded by the lender?** \_\_\_\_\_

**Please provide further information on the project to be financed:**

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## DECLARATION

I/We hereby declare that to the best of my/our knowledge, the foregoing statements are true and complete and that such disclosures will form part of the basis of this Contract of life assurance.

Signature of Proposed Insured: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**BROKER:** \_\_\_\_\_

# BROKER'S REPORT

(To be completed by the Broker when Financial Questionnaire is required)



PROPOSED INSURED: \_\_\_\_\_ BROKER: \_\_\_\_\_

## 1. GENERAL INFORMATION

How long have you known the Proposed Insured? \_\_\_\_\_ Years

Do you know that person well enough to recommend that the Proposal is accepted as applied for?  YES  NO

What is the primary purpose of this Application?

- Personal / Family Protection
- Inheritance Tax Provision
- Private Loan Cover
- Others (Please give details): \_\_\_\_\_

## 2. POLICY DETAILS

Why is cover of this size required? Will the policy be assigned? (If Life of Another, explain the insurable interest. If loan cover, who are the lenders and is it a condition of the loan that the policy is effected?)

\_\_\_\_\_  
\_\_\_\_\_

## 3. OCCUPATION

(e.g. What does the Proposed Insured do? How large is the company or partnership? How many people are employed? What is her/his approximate annual income?)

\_\_\_\_\_  
\_\_\_\_\_

## 4. PERSONAL WEALTH

(e.g. What is the approximate value of property owned? What is the estimated Net Worth of the Proposed Insured?)

\_\_\_\_\_  
\_\_\_\_\_

## 5. FURTHER BACKGROUND

(Any other background details which will demonstrate the need for the large sum insured and show that no moral risk exists.)

\_\_\_\_\_  
\_\_\_\_\_

## 6. LIFE COVER

Are any other Life Policies being effected now? Is there any other existing substantial cover on this life? (If so, please give full details.)

\_\_\_\_\_  
\_\_\_\_\_

Signature of Broker: \_\_\_\_\_ Date: \_\_\_\_\_

## PAYMENT METHOD

US Dollar (US\$) payment can be made by:

1. CHECK payable to PACIFIC CROSS INSURANCE COMPANY LIMITED
2. TELEGRAPHIC TRANSFER to the bank account as noted below, or
3. CREDIT CARD , will send you a secure link by email for VISA/MC.

### Telegraphic Transfer Information

Beneficiary Bank: Industrial and Commercial Bank of China (USA) NA  
202 Canal Street  
New York, NY 10013 USA  
ABA No: 026010948  
Swift: ICBKUS3N

Beneficiary Account Name: Pacific Cross Insurance Company Limited  
Beneficiary Account Number: 62332

### Credit Card Payment Authorization Form

Name of Policyholder: \_\_\_\_\_  
(BLOCK LETTER)

Name of Cardholder: \_\_\_\_\_  
(BLOCK LETTER)

Credit Card Account No: \_\_\_\_\_ (AMEX only)

Relationship to Policyholder: \_\_\_\_\_ Expiry Date (Month/Year): \_\_\_\_\_ / \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



# Pacific Cross Level Term Life Insurance Plan

## POLICY PROVISIONS

### 1. DEFINITIONS

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

**“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.

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 “Pacific Cross 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.

**“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, ten (10), fifteen (15) years or twenty (20) 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 “Pacific Cross”** mean(s) Pacific Cross Insurance Company Limited (Samoa).

## 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.

## 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 Premium Payment Term.

### 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 six (6) months 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 six (6) months 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.

## 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 lapse of the Policy due to the end of the grace period mentioned in clause 3.2 above;
- (iv) the Policy Expiry Date;
- (v) in our reasonable opinion the Policy has to be terminated to comply with relevant legal and regulatory requirements applicable to us; or
- (vi) Pacific Cross 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 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) and 4.1(v) above. The premium will be refunded if the Policy is terminated upon clause 4.1(vi).

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.

## 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 Pacific Cross 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.

Pacific Cross 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 Pacific Cross 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. Each Life Insured can only be insured by no more than one (1) Policy of this plan.

### 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 Pacific Cross Customer Service

<customerservice@pacificcross.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 United States 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 one (1) year 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 Pacific Cross**

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.