



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

TERM LIFE PLAN E-PROTECT

Secure your family's future with flexible, affordable coverage. No medical check-up required for coverage up to USD 100,000. Choose your terms and enjoy peace of mind, backed by a AAA reinsurer

www.pacificcross.com

What is Term Life Plan E - Protect ?

Term Life Plan E Protect is a flexible life insurance plan that provides financial security for you and your loved ones. It features competitive rates and a simple application process. Enjoy peace of mind with global protection that adapts to your needs, whether short-term or long-term.

WHY CHOOSE TERM LIFE PLAN E PROTECT ?

- ✓ **Very Competitive Price**
Affordable premiums with just 6 medical questions. No medical check-up required for coverage up to USD 100,000.
- ✓ **Global Coverage & Portability**
Coverage up to USD 1 million, valid worldwide, and your policy remains effective no matter where you go.
- ✓ **AAA-rated global reinsurer support**
Providing trusted worldwide protection

Additional Information:

- **Minimum entry age:** 18
- **Last entry ages:** 65 | 60 | 55 | 50 for 5-, 10-, 15-, and 20-year terms
- **Please refer to the rates tables below:** Refer to the attached Excel file (Country A, B - Male/Female)
- **Sum Assured options:** 50k, 100k, 150k, 200k, 250k, 300k, 500k, 1M
- **Policy fee:**
 - 35\$ for 50k-100k SA plan
 - 50\$ for 150k-200k SA plan
 - 75\$ for 250k-300k SA plan
 - 100\$ for 500k-1M SA 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
35 USD	50k - 100k
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
China	0%	A
Hong Kong	0%	A
Indonesia	25%	B
Japan	0%	A
Malaysia	25%	B
New Zealand	0%	A
Philippines	25%	B
Singapore	0%	A
South Korea	0%	A
Thailand	0%	A
Taiwan	0%	A
Vietnam	25%	B
Laos	25%	B
Cambodia	25%	B



Medical Requirements

Sum Assured (USD)	Up to 45 Years	46-55 Years	56-65 Years	Above 65 Years
0-50,000	None	None	None	Medical Exam (B)
50,001-100,000	None	None	Medical Exam (B)	Medical Exam (B), C
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.



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.

TERM LIFE INSURANCE APPLICATION

To apply, please fill in the following information, and return to the 3rd party administrator of Pacific Cross Insurance Co., Ltd.: International Administrators Limited at 11/F, O.T.B. Building, 160 Gloucester Road, Wanchai, Hong Kong or forward the scanned copy by email to: inquiry@pacificcross.com

NAME OF POLICYHOLDER/INSURED PERSON: _____

ADDRESS: _____

TEL NO.: _____ E-MAIL: _____

SEX: _____ DATE OF BIRTH (MM/DD/YY): _____

HEIGHT & WEIGHT: _____ cm _____ kg

PASSPORT/GOVERNMENT I.D. NO.: _____ COUNTRY OF ISSUE: _____

OCCUPATION AND DUTIES: _____ ANNUAL INCOME: US\$ _____

SUM INSURED: US\$ 50,000 US\$ 100,000 US\$ 150,000 US\$ 200,000 US\$ 250,000 US\$ 300,000 US\$ 500,000 US\$ 1,000,000

TERM: 5 YEARS 10 YEARS 15 YEARS 20 YEARS

NON-SMOKER

SMOKER: IF YES, HOW MANY PER DAY? _____ CIGARETTES

BENEFICIARY: _____ RELATIONSHIP TO INSURED PERSON: _____

• MEDICAL QUESTIONS •

1. Do you have any other Life Assurance? If so, please state name of insurance company and amount of Sum Insured.

2. Have you ever been declined, deferred, or accepted only on special terms for Life or Accident Insurance, or has any company cancelled or declined to renew your policy, or imposed special terms?

3. Do you take or need to take any medicines on a regular daily basis or have you in the last 5 years taken or been required to take any medicine for more than 10 days consecutively for any reason?

4. Do you have any physical defect or infirmity of any kind, or any serious defect of sight or hearing or any chronic ailment?

5. Have you in the last 5 years been admitted to a hospital for more than 5 days consecutively or been admitted on two or more occasions within a one-year period for any number of days for the same or a connected cause?

6. Have you in the last 3 months had any medical consultation, taken any medical tests, taken any prescribed medical treatment or been advised to have such consultation, tests or treatment for any reason or been considering having any medical consultation or tests for any reason?

I hereby apply for a policy to be based on the above statements and declare that, to the best of my/our knowledge and belief, all answers to the foregoing questions are correctly and accurately recorded, and that they are full, complete and true. I/WE declare that the Insured Person is in good health; that there are no circumstances connected with the stated occupation(s), activities or pursuits which render me/us particularly liable to injury; have temperate habits; am/are not contemplating any hazardous undertaking and that I have not concealed any circumstance(s) that ought to be known to the insurers. I agree that this application and declaration shall be the sole basis of the Policy between the Policyholder and PACIFIC CROSS INSURANCE COMPANY LIMITED.

Signature: _____ Date: _____

Broker: _____

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): _____ / _____ / _____

INTRODUCTION

This Policy is issued in consideration of the payment of the premiums specified herein and in reliance on the statements contained in the Application.

The Application and the questions and answers contained in the Application are the basis of this contract of insurance and are incorporated into this Policy. The effect of incorporating the questions and answers contained in the Application into the Policy is to make the truth and accuracy of the answers provided to the questions asked conditions precedent to the validity of the Policy.

The Company will pay benefits in accordance with and subject to the terms of this Policy where applicable.

14-Day Free Look: The Policyholder may return this Policy to the Company for cancellation within fourteen (14) days after receipt for a full refund of the premium paid.

DEFINITIONS

Accident

Means an event

- a. occurring entirely beyond the Insured Person's control and is caused by violent, external and visible means and
- b. happens while the Insured Person is covered under this Policy.

Application

Means the application form signed by the Policyholder and, if the Insured Person is different from the Policyholder, by each Insured Person whereby the Policyholder applied for each Insured Person to be covered under this Policy and which application form forms part of this Policy.

Insured Person

Means any one of the persons named in the Schedule as an Insured Person.

Period of Insurance

Means the period stated on the Schedule to be the period of insurance.

Policy

Means this policy document and includes the Application, the Schedule and any endorsements or amendments which have been approved by an officer of the Company.

Policyholder

Means the person named in the Schedule as the Policyholder and to whom this Policy has been issued in respect of insurance of the Insured Person. The Policyholder should be no less than 18 years of age at the time the Application is signed.

TERMS & CONDITIONS

Absolute Ownership

The Company shall, unless otherwise expressly provided by endorsement on this Policy, be entitled to treat the Policyholder as the absolute owner of this Policy and shall not be bound to recognize any equitable or other claim to or interest in this Policy. The receipt by the Policyholder (or by the Policyholder's personal representative) alone shall be a sufficient discharge of the Company's liabilities to any claimant under this Policy. Any person or entity who is not a party to this Policy shall have no rights to enforce any terms of this Policy.

Amendments to this Policy

No amendments to this Policy, including to any attachments or endorsements to this Policy, shall be valid unless signed or initialed by any officer or authorized representative of the Company.

Beneficiary

The Beneficiary is the person or persons designated in the Application for this Policy or as the case may be, re-designated in accordance with the provisions herein as recorded by the Company in accordance with the provisions herein contained and is entitled to the proceeds of this Policy upon the death of the Insured Person.

During the lifetime of the Insured Person and while this Policy is in force, the Policyholder may change the beneficiary designation from time to time by written notice in form satisfactory to the Company. The Company assumes no responsibility for the validity of any such written notice.

Cancellation

The Policyholder may cancel this Policy at any time by notifying the Company in writing. The Company's obligations and liabilities under this Policy end immediately on the date the request is received or on any later date indicated in the request. The date of such Cancellation shall be subject to approval by the Company and no premium refund shall be made for Cancellation during any Period of Insurance.

Dispute Resolution

- i. The parties agree to resolve all disputes which may arise out of or in connection with or in relation to this Policy by referring all disputes to a Senior Council in Hong Kong to make a final determination in accordance with the laws of Hong Kong.
All disputes arising out of or in connection with or in relation to this Policy shall be finally resolved by the Senior Counsel appointed and the parties hereby expressly agree to be bound by the determination of the Senior Counsel appointed. If the parties cannot agree on the appointment of a Senior Counsel to make a determination, then the matter shall be referred to the Hong Kong Bar Association (the "Bar Association") who shall be asked to appoint a suitable Senior Counsel to make a determination and the parties expressly agree to accept the Senior Counsel appointed by the Bar Association and hereby expressly agree to be bound by the determination of the Senior Counsel appointed by the Bar Association.
- ii. Determination of any dispute by a Senior Counsel shall be a condition precedent to any liability or right of action against the Company.
- iii. For the avoidance of doubt, the parties agree to:-
 - (a) Pay half of Senior Counsel's fee; and
 - (b) Bear their own legal costs; if any

Expiry of Liability

The Company shall not be liable for any claim arising from an Accident that is not notified to them in writing or for which proper medical care and treatment is not sought or followed. In no case shall the Company be liable for any claim made after 365 days following the date of an Accident unless the claim is pending resolution of the dispute.

Fraudulent / Unfounded Claims

- i. No claims shall be payable under this Policy if an Insured Person has concealed or misrepresented any material fact of circumstances relating to the Policy.
- ii. If any claims under this Policy is in any respect fraudulent or unfounded, all claims paid or payable in relation to that claim shall be forfeited and (if paid) recoverable by the Company.

Freedom from Restriction

This Policy is free from restrictions on occupation or travel unless it is otherwise provided in the Schedule.

Governing Law

The construction, validity and performance of this Policy shall be governed by the laws of Hong Kong.

Incontestability

Except for fraud, misrepresentation, non-disclosure, or non-payment of premium, this Policy shall, be incontestable after it has been in force during the lifetime of the Insured Person for two (2) years from the Policy commencement date or the date of last reinstatement, whichever is the later.

Minimum and Maximum Entry Age

No person shall be insured under this Policy who at the time of application is less than age 18 or over age 65.

Maximum Coverage Age

No person shall be insured under this Policy who at the time of renewal is over age 85.

Misstatement of Age and Sex

If the Age or Sex of the Insured Person is misstated in the Application and the error has not previously been adjusted, the amount payable under this Policy will be such as the premiums paid would have purchased on the basis of the correct age and sex. The Insured Person's age will be admitted if due proof is furnished to the Company.

Notification of Changes

- i. The Policyholder shall immediately notify the Company in writing of any change in circumstances of the Policyholder or any Insured Person including but not limited to any change of address, occupation habits or pursuits.
- ii. Each Insured Person shall immediately notify the Policyholder in writing of all information and of any changes thereto which is required to be notified by the Policyholder to the Company
- iii. The Company shall not be liable for losses arising from or in connection with any such changes in circumstances, whether the same is known to or has been notified to the Policyholder by an Insured Person or not, unless:-
 - (a) notice in writing of such change is given to the Company; and
 - (b) additional premium (if required) is paid to and received by the Company; and
 - (c) the change is endorsed on this Policy.
- iv. For the avoidance of doubt, failure to notify the Company in writing of any change in circumstances may affect cover this Policy.

Payment of Premiums

Failure to pay a premium on or before its due date to the Company will constitute a default in payment of premium.

A grace period of 30 days from its due date will be allowed for payment of a premium in default, during which time this Policy will continue in force. If a premium remains unpaid after expiration of the grace period, the insurance will be terminated without notifying the Policyholder in writing. Should the Insured Person die during such grace period, any unpaid premium will be deducted from the Sum Insured.

Suicide

If the Insured Person commits suicide, while sane or insane, within the first two (2) years from the date of policy commencement date or date of last reinstatement, whichever is the later, the proceeds of this Policy shall be a sum equal to the premium paid without interest.