

WeCare Term Life Protection Plan 2 Policy Provisions

1. Key Terms of Your Policy

1.1 The Contract

The Policy Provisions together with the Application (including but not limited to (i) the Policy Schedule, (ii) Endorsement, (iii) any Notice and answers received by Us as evidence of insurability and (iv) any other Information received by Us from You or the Life Assured) shall comprise the entire legal contract between You and Us in relation to the Policy and supersedes all earlier negotiations, representations, proposals, understandings and agreements, whether written or oral.

1.2 Ownership

While the Policy is in force and the Life Assured is alive, You are the owner of the Policy and shall be entitled to exercise the rights and options accorded under the Policy.

1.3 Beneficiary

The beneficiary is entitled to the Death Benefit under the Policy. You may nominate a beneficiary by submitting a Notice following Our prevailing guidelines at the relevant time to Us.

If more than one beneficiary is nominated and surviving upon the death of the Life Assured, then each surviving beneficiary is entitled to receive the Death Benefit, paid in equal shares (or in unequal shares if so specified by You).

If You have not nominated a beneficiary before, or none of the beneficiary or beneficiaries (as applicable) are alive at the time of the Life Assured's death, the Death Benefit shall be payable to You or Your estate (as the case may be).

1.4 Cooling-off Period

You have the right to cancel the Policy and obtain a refund of any premium(s) and levy You have paid by giving a cancellation request following Our prevailing guidelines at the relevant time to Us within 21 calendar days immediately following either the day of delivery of the Policy or Policy Issue Notification (to notify You of the Cooling-off Period) to You, whichever is the earlier. You understand to exercise this right, the request of cancellation must be submitted by Yourself within the Cooling-off period.

2. What are You Covered for

2.1 Death Benefit

In the event that the Life Assured dies (not by Suicide under Clause 3.1) while the Policy is in force and We approve the claim after receiving satisfactory proof of claim, a Death Benefit equal to one hundred percent (100%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to Your beneficiary under Clause 1.3. We will not pay any interest pending payment of any Death Benefit under the Policy.

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3. What is Not Covered

3.1 Suicide

The Policy will not be valid if the Life Assured commits suicide, whether sane or insane within twelve (12) months from the Policy Issue Date or the date of reinstatement, whichever is later, while the Policy is in force.

Accordingly, Our liability shall be limited to the refund of Total Premiums Paid for the current Policy Benefit Term without interest, less any indebtedness.

4. How to Claim

4.1 Claims Settlement

Your beneficiary under Clause 1.3 (referred to as the claimant) must submit a claim and proof of claim to Us as soon as reasonably possible after the death of the Life Assured. We reserve the right to request any other documents and/or examination at Your beneficiary's expense.

All medical reports, medical evidences and/or report of diagnosis submitted to Us must be issued by a Registered Medical Practitioner and are obtained at the claimant's expense.

4.2 Claims Payment

The benefit under the Policy shall be payable to Your beneficiary under Clause 1.3. Once a payment of the benefit is made, We will no longer be liable in any way in respect of that payment.

5. What about Premiums

5.1 Premium Payment

Your Policy will be valid as long as We accept the premiums paid by You.

Any due and paid premiums after the death of Life Assured will be refunded to You or Your estate (as the case may be).

5.2 Grace Period

Premium must be received by Us within 30 days of the premium due date ("Grace Period") except for the first premium. If We do not receive the premium after the Grace Period, We have the right to terminate Your Policy immediately with effect as at the due date of the first unpaid premium. If a claim is made during the Grace Period, any overdue premium will be deducted from the benefit payable.

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5.3 Renewal

While the Policy is in force, renewal is guaranteed at the end of the Policy Benefit Term before Life Assured's 81st birthday without further evidence of insurability. The Policy will automatically be renewed upon Our receipt of premium due for the new Policy Benefit Term. The premium will be adjusted on each renewal according to the attained Age of the Life Assured and at a rate determined by Us at the time of such renewal.

The Policy Benefit Term and Premium Payment Term of each renewal will be the same as the periods specified in the Policy Schedule or Endorsement.

If the number of years from the renewal date to the Policy Anniversary at which the Life Assured attains 85th birthday is less than the Policy Benefit Term specified in the Policy Schedule or Endorsement (herein below such period is referred as the "Shorter Period"), the Policy Benefit Term and Premium Payment Term for such renewal will be reduced to the longest Policy Benefit Term available which is shorter than the Shorter Period.

5.4 Levy

You grant consent to Us with collecting levy as well as agree to indemnify Us and keep Us indemnified against the liability arising from the collection of levy on the inception date pursuant to the applicable laws and regulations governing Your Policy.

6. How will Your Policy End

6.1 Termination

Your Policy shall be automatically terminated if any of the following events occurs:

- a) The death of the Life Assured;
- b) We accept Your request by a Notice to terminate the Policy;
- c) You fail to pay premium to Us causing the Policy to be terminated;
- d) Your Policy is terminated by Us;
- e) On the Policy Anniversary at which the Life Assured attains 85th birthday
- f) On the next day immediately after the expiry of the last Policy Benefit Term renewed under Clause 5.3; or
- g) You fail to complete the Customer Due Diligence exercise within thirty (30) working days from the Policy Issue Date or during the Extended Period, perform any of Your Obligations under the Policy or Your action(s) (including omission) result(s) in the failure to meet any laws and regulations applicable to Us including complying with FATCA Obligations and Other Tax and Financial Report Obligations. However, in the event of the Life Assured's death before completing the Customer Due Diligence exercise within thirty (30) working days or during the Extended Period, we will accept Your claim subject to claim's assessment.

We will not accept any claims after the effective date of termination.

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7. What Can You Do to Your Policy

7.1 Changing the Beneficiary

While the Policy is in force and the Life Assured is alive, You may change the beneficiary by giving Us a Notice. A change of beneficiary shall be effective only if recorded by Us.

7.2 Reinstatement

If Your Policy is terminated under Clause 5.2, You can request (subject to Our final decision) to reinstate Your Policy within twenty four (24) months from the date of termination subject to the following conditions:

- a) You submit a Notice by completing an application for reinstatement;
- b) The Life Assured does not exceed the maximum issue Age set by Us at the time of application for reinstatement;
- c) You submit valid evidence of insurability requested by Us at Your own expense; and
- d) You pay all overdue and unpaid premium plus interest.

No benefit will be paid, payable or accrued between the date of termination under Clause 5.2 and the reinstatement date chosen by Us.

8. Other Terms You Should Know

8.1 Amendments

We reserve the right to amend the Policy Provisions and the Policy Schedule at any time in accordance with the relevant Hong Kong laws, regulatory policies or other statutory requirements, with immediate effect or at a later date by sending You a Notice, Policy Schedule and/or an Endorsement signed by Our authorized officers.

If there is incorrect or incomplete Information in the Application or in any statement, representation or document given to Us including any subsequent application requested by You, which We consider as material to Our decision to issue the Policy, or approve Your subsequent request, then We have the sole right to reject, amend or adjust the Policy including any benefit according to the full and correct Information.

8.2 Foreign Travel and Occupation

Your Policy will be valid wherever You travel or work except when We notify You by a Notice of any restriction to travel or occupation outside Hong Kong.

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8.3 Incontestability

We have the right to challenge the validity of Your Policy during the first two (2) years from the Policy Issue Date or the date of last reinstatement under Clause 7.2, whichever is later.

After two (2) years, We still have the right to amend Your Policy under Clause 8.1 but will not raise a challenge on the claim made unless We consider there to be an element of fraud.

8.4 Currency of Payment

All money paid by Us or to Us must be in the currency as stated in the Policy Schedule.

8.5 Exclusion of Third Parties Rights

No one except You and Us shall have legal rights under the Contracts (Rights of Third Parties) Ordinances (Cap. 623) to enforce any terms of the Policy.

8.6 Law and Jurisdiction

The Policy is governed by and interpreted according to the laws of Hong Kong and the Hong Kong courts shall have the right to determine any issue, claim or dispute relating to the Policy.

9. What Words and Phrases Mean

9.1 Interpretation

- The singular includes the plural, the masculine includes the feminine and neuter gender, and in each case vice versa, unless specifically indicated otherwise.
- Capitalisation and lower case wordings have the same meaning, unless otherwise stated.
- Where the words "include(s)" or "including" are used in Your Policy, they are deemed to have the words "without limitation" following them. Unless an item is specifically stated in Your Policy, then it is deemed excluded until accepted by a Notice from Us.
- References made to a Clause or a sub-Clause are to a clause or sub-clause respectively of these Policy Provisions and references in Your Policy to a schedule are to a schedule in this Policy.
- Where any provision of Your Policy is inconsistent with Hong Kong law, the provisions of Your Policy shall be valid to the extent allowed by such Hong Kong law.

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9.2 Definitions

Word(s)	Meaning
Age	The Life Assured's age last birthday.
Application	The method of purchasing the Policy from Us including any statement, representation or document in electronic form or otherwise delivered to Us which contains Information We rely on when issuing Your Policy.
Customer Due Diligence	means any exercise which We are required to perform to fulfil Our regulatory duty including but not limited to Anti-Money Laundering, Counter-Terrorist Financing and Other Tax and Financial Reporting Obligations.
Endorsement	A Notice to record and confirm the amendments made by Us to the terms of the Policy.
Extended Period	means up to a maximum of one hundred and twenty (120) working days from the Policy Issue Date subject to the Company's discretion granted on a case-by-case basis.
Information	Any information requested by Us for the purpose of processing the policy application and on-going policy servicing.
Life Assured	A person whose life is insured under the Policy.
Notice	A notification which is entered or is given by You, by Us or by any third party pursuant to the Policy. It includes any mode of representing or reproducing words, figures or symbols in visible form.
Policy	These Policy Provisions, Your Policy Schedule, any other schedules or appendices attached to these Policy Provisions by Us, any additional provisions issued by Us and stated to form part of Your Policy, the Application, any Endorsement issued by Us.
Policyholder	The owner of the Policy is, as stated in the Policy Schedule, an individual or an entity who is not a natural person, his or its representatives or assignees (including trustees where the Policy is subject to a trust), who is entitled to exercise the rights and options under the Policy.

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Policy Anniversary	<p>The same date in each subsequent calendar year as the Policy Effective Date as specified in the Policy Schedule or Endorsement.</p> <p>Where any date referred to herein falls on the 29th day of February, the equivalent date for a non-leap year shall be the 28th day of February.</p>
Policy Effective Date	<p>The date as specified in the Policy Schedule. The Policy Anniversary, Policy Year and premium due date will be determined according to this date.</p>
Policy Provision	<p>means WeCare Term Life Protection Plan 2 Policy Provisions.</p>
Policy Schedule	<p>The schedule to the Policy which sets out the particulars of the Policy and which may be amended by Us from time to time.</p>
Policy Year	<p>The period from the Policy Anniversary to the day before the next Policy Anniversary. (The period from Policy Effective Date to the date before the first Policy Anniversary is the first Policy Year).</p>
Registered Medical Practitioner	<p>A doctor with a recognised degree in western medicine who is duly registered and authorised to practice in the relevant jurisdiction.</p>
Total Premiums Paid	<p>The total sum of each premium already due and paid for the benefits in Contract Currency.</p>
We, Us, Our, the Company	<p>Aviva Life Insurance Company Limited trading as Blue.</p>
You, Your, Yourself	<p>Policyholder.</p>
Your Obligations	<p>means any contractual responsibility or requirement You are required to meet under the Policy including but not limited to payment of premium and completing verification process as well as providing any other Information upon Our request.</p>