網上全數保費回贈住院現金保險計劃
iRefund Hospital Cash Insurance Plan

保單條款
Provisions

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第 I 部份 - 一般保單條款

1.1 釋義

除非文義另有所指，本部份所載定義適用於本保單出現的下列字詞。

額外資料	指個人識別資料或實體資料 (如適用) 以外之其他額外的資料、數據、表格、文件、書面聲明或證明及本公司所佔有或本公司可向你要求以滿足或遵守本公司之稅務和財務報告義務之保單資料。
年齡	指受保人的足歲數。
投保書	指由保單權益人及/或受保人本人或其他人士代表在人壽保險投保書、任何聲明、體格檢驗證明、問卷及其他之陳述。
基本計劃	指於承保表指明的基本計劃。
受益人	指保單權益人所指定在受保人死亡後領取保險金的一名或一名以上的人士（如有）。

控制人	指，直接或間接對一個法人或安排行使控制權的人士，包括但不限於：就「法人」是一家公司而言，直接或間接擁有公司某水平或以上之股權，或直接或間接有權在該公司的成員大會上，行使某水平或以上的表決權，或支配該比重的表決權的行使；或對該公司的管理行使最終控制權的一個人。如該法人是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就合夥而言，控制人包括有權直接或間接享有或控制該合夥某水平或以上的資本或利潤；或直接或間接有權行使該合夥某水平或以上的表決權，或支配該比重的表決權的行使；或對該合夥的管理行使最終控制權的一個人。如合夥是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就不屬公司、合夥或信託的法人，控制人包括最終擁有或控制該法人的一個人。如該法人是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就「法律安排」是信託而言，控制人包括 (在無須參照門檻下) 對該信託行使最終有效控制權的一個

人，可能包括財產授予者、受託人、保護人 (如有)、一個受益人、集體受益人，或任何與此等人士相類之人士，或對此等人士行使控制權的個人。

實體資料	指，就保單權益人、受保人或受益人或上述非自然人之任何簽字人或合法代理人 (如適用) 而言，指與之有關之任何資料、數據、表格、文件、書面聲明或證明，包括但不限於其註冊地點、營業地點、業務性質、組織、居留法域和稅務所在地法域、稅務編號 (不論位於香港或外地法域)、其每一名高級職員、董事、管理人、控制人之身份、個人資料及有關資料，不論有關實體是否上市公司；如該實體為私人擁有，每一名股東、或控制人之身份、地址、居留國家、稅務所在地國家、國籍、出生日期及出生地點，以及關於上述任何人之任何個人資料及有關資料。
寬限期	指本公司根據一般保單條款第 1.8 條而設定的期間。
本集團	指本公司及其控股公司、分公司、附屬公司、代表處及關聯公司 (不論其所在地)。關聯公司包括本公司之控股公司之分公司、子公司、代表處及關聯公司 (不論其所在地)。

香港	指香港特別行政區。
有關資料	指任何個人識別資料、保單資料、實體資料或額外資料。
受保人	指在本保單中，其生命受本公司承保之人士。受保人姓名列明於承保表內。
期滿日/到期日	指該註明於承保表內之日期。此為保單期滿 / 到期日。
個人資料	指屬於目前生效且不時經修訂和補充之《個人資料 (私隱) 條例》(《香港法例》第 486 章) 所定義之「個人資料」範圍內之任何信息或資料。

個人識別資料	指就保單權益人、受保人或受益人或作為自然人之上述任何人之任何簽字人或合法代理人 (如適用) 而言，指與該人有關之任何資料、數據、表格、文件、書面聲明或證明，包括但不限於 (就該人而言) 姓名、住宅和郵寄地址、電話號碼、稅務地位/稅務所在地法域、年齡、國籍、公民身份、出生日期及出生地點、住處、住所地、稅務編號 (不論位於香港或外地法域)、個人和婚姻狀況及與該人有關之任何個人資料。
保單週年日	指在保單有效期間往後每年與保單日期同月同日的日期。
保單日期	指承保表上註明為保單日期的日期，本保單於該日起正式生效，而且保單週年日、保單年度及繳費到期日的計算都是以此日期來確定。

保單資料	指關於保單之任何資料、文件、書面聲明或證明，或本公司簽發之、保單權益人作為持有人之任何其他保單(「其他保單」)，包括但不限於保單權益人、受保人和受益人之姓名、保單及其他保單 (如適用) 下之保單編號、保費、利益、保單折算貨幣，你的保單及其他保單 (如適用) 之價值、收益、損失、貸記、借記、收費、預扣、餘額、轉讓、信託及受益安排、失效、重述及放棄，以及本公司不時收到之所有關於保單及其他保單 (如適用) 之指示。
保單資訊表	指與承保表一併發出及構成承保表一部份並標題為保單資訊表之附表。
保單簽發日期	指承保表內註明為保單簽發日期的日期，本公司於該日簽發本保單。
保單權益人、閣下、你或您、你的或您的	指承保表指明乃保單權益人的人士（指個人或並非自然人之實體）。保單權益人是擁有本保單權益的人士。

承保表	指由本公司向保單權益人發出，隨附於本保單並且不時經修訂的承保表，其載有本保單的保單號碼、保障詳情、保單資訊表及其他 保單細節。
保單年度	指一般由保單日期(包括保單日期當日）起直至首個保單週年日(不包括此首個保單週年日當日)的十二(12)個月期間，及後每一段由相關保單週年日起及包括保單週年日直至下一個接續之保單週年日(不包括該接續之保單週年日當日)的十二(12)個月期間。
保險金	指根據本保單的條款應付的任何保障或給付金額。
紀錄	指本公司註加日期及簽署。
監管機構	指香港或任何其他法域之任何合法、法定、監管、行政、執法、政府、稅務或其他機構 (包括但不限於香港稅務局、美國國稅局及經濟合作暨發展組織的相關機構)。
附加利益保障	指於承保表指明的附加利益保障（如有）。

投保額

指於保單承保表顯示為此之金額，此金額可於本公司同意下不時改變。

稅務和財務報告義務

指本公司目前或將來可能須履行之任何義務，不論是按照香港或本公司須受約束之任何外國法域或本公司或不論是根據契約、自願性質或另外為保障本公司之合法權益須承擔之任何法律、法例、法規或執業/行為守則的規定，包括但不限於根據香港與美國政府訂立之跨政府協議執行美國的《海外帳戶稅收合規法案》、《稅務條例》（香港法例第 112 章）有關交換財務帳戶資料的法律條文，及經濟合作暨發展組織出具之規定 (包括為履行其共同報告標準(CRS)之主管機關協議(CAA))，全部均為目前生效及不時經修訂和補充的：

(i) 確定保單權益人、受保人及/或受益人之課稅狀況；
(ii) 向監管機構提供任何資料；
(iii) 保留將原可支付或累計給你、保單項下的受保人及/或受益人 (如適用) 之任何付款、金額或利益及/或向監管機構永久支付保留之全部

金額或其一部分；及/或

(iv) 採取本公司在有關情況下可合理地要 求之該等任何其他行動，上述情況包括 但不限於對保單下計算之餘額、利益或 權利作出合理調整以反映並配合本公 司在本段下的行動，不論該行動是否由 監管機構指示或指定。

本保單 指本保單文件、投保書（如有）、承保表及不時由本公司發出並由本公司的授權簽字人正式簽署的、附加於保單文件的任何附表及／或加簽批單。

美國 指美利堅合眾國。

我們或本公司 指中銀集團人壽保險有限公司。

除非本保單內文另有規定，否則，在本保單內凡：

(i) 表明一種性別的字眼亦包括另一性別；

(ii) 表明單數的字眼亦包括複數，反之亦然；

(iii) 凡提述任何文件應包括提述經更改、修訂、補充、取替或轉讓；及

(iv) 凡提述條款或附件即為本保單之條款或附件。

1.2 完全契約

由一般保單條款、其他條款、承保表及投保書(如有)組成的 本保單構成您與本公司就本保單內規定的保障的全部合約。如一般保單條款和其他條款有任何不一致之處，概以其 他條款為準。

您及/或受保人在投保書(如有)及/或承保表上所作的所有聲明，在沒有欺詐的情況下，將被視為陳述而不是保證。任何聲明，倘非包括在投保書(如有)及/或承保表內，本公司均不得用作廢除本保單或拒絕賠款的理由。

在未經本公司對本保單作出書面加簽批註並由本公司的授權代表簽署的情況下，本保單中的任何規定、條款或條件均不得被撤銷或修改。

我們將在符合本保單或其加簽批單的條款、條件及除外事項的規定下支付於保險期間，本保單所定下任何或全部或有關事件發生時的相關賠償額，惟本公司承擔責任的先決條件為閣下妥為遵守及履行本保單或其加簽批單的條款、條件及除外事項。

1.3 不得異議

本不得異議條款只適用於本保單下之身故賠償（於第II部份 - 基本條款內定義）部份。

除因欠繳保費或欺詐外，自保單日期或恢復生效日（以較後者為準）起計在受保人生存期間持續有效達兩(2)年後，本保單之有效性將不得被爭議。

為免誤會，如涉及任何欺詐、失實陳述或沒有披露重大事實的情況下，本公司有權在受保人身故前的任何時間根據下述第1.9條或在法律另有准許的情況下使整份保單無效，而不受此不得異議條款所限制。

1.4 年齡及/或性別的錯誤陳述

本保單是依據承保表上所載的年齡、性別而繕發。倘受保人的年齡及/或性別被錯誤陳述及若提供的受保人年齡及/或性別是正確，受保人原本無資格得到本保單保障的話，則本公司就受保人事實上無資格得到保障的期間的責任，只限於退回就該期間已繳付的保費(不含利息)，但倘保單權益人及/或受保人涉及欺詐，任何已繳保費均不會被退回。

倘受保人的年齡及/或性別被錯誤陳述於投保書上及若當時受保人的年齡及/或性別有被正確陳述而受保人仍有資格得到本保單保障的話，本公司將根據受保人的正確年齡

及/或正確性別，將本保單下應付的保費相應地調整。視乎情況而定，本公司會退回保單權益人多繳付的保費，而保單權益人亦需繳付任何未付的保費。

1.5 不受限制

除非另有所指定，受保人的居所、旅遊及職業均不受本保單限制。

1.6 繳付保費

自首期保費繳付後，所有保費應在保費到期日或之前繳付到本公司之香港辦事處或交予任何其授權代理人。應繳的保費金額及其到期日均列明於承保表內。

於繳付首期保費後，若未能在保費到期日或之前向本公司繳付保費，即被視為欠交保費。

本公司保留權利隨時檢討及調整保單之應付保費。

1.7 欠付首期保費

除非本公司豁免本保單的首期保費，如保單權益人未能支付首期保費，則本保單就各方面而言，由保單日期起將被視為無效。本公司相應地並無責任按本保單支付任何利益。

1.8 寬限期

在支付首期保費後，每次繳費到期日起計有三十一（31）天 寬限期，在此期間本保單仍然有效。如果在寬限期內發生受保事件，則按照本保單條款應付的任何保險金應以保費在寬限期完結前繳清為前提。若在寬限期完結後仍未繳足保費，本公司無需通知保單權益人而本保單將在保費到期且未被 繳付之日起自行失效。

1.9 欺詐、失實陳述或沒有披露重大事實

若投保書中(如有)，或本保單所依據的聲明，或關於影響本保單或本公司的風險的任何其他事項，或根據本保單作出的任何索償有任何欺詐、失實陳述或沒有披露重大事實的情況，本公司有完全和絕對酌情權使本保單無效，而本保單之下的任何索償將被取消。除非有欺詐情況，否則在該等情況下保單權益人已繳付的任何保費將被退回給保單權益人。

1.10 貨幣及收付地點

在符合適用的法律、規例及有關監管機構不時發出指引的規定下，所有向本公司支付或由本公司支付的款項，均以承保表上所列明之保單貨幣支付。惟本公司有絕對酌情決定權，可根據處理款項當天本公司不時選定以市場為基礎的當時適用之兌換率，以港幣折算收取或支付款項(包括但不限於任何保費支付或賠償給付)。所有本公司之應付款

項，均由本公司之香港辦事處支付。

1.11 利息

除非本保單內另有述明，否則本公司在本保單下應付的金額均不附帶利息。

1.12 擁有權

在本保單內，凡提述『你』或『閣下』等皆指本保單之保單權益人。作為本保單之保單權益人，在本保單有效期間內，你擁有本保單內之所有權益，而在行使該等權益時無須取得 本保單受益人或其他信託人之同意。任何擁有權的轉換，必須要給予令本公司滿意之書面通知。擁有權之更改只在完全滿足本公司訂立之所有要求及條件後，方會生效。當本公司令轉換擁有權開始生效時，受保人無須仍然在世。本公司對在有關轉換擁有權生效前已付之任何款項或已作出的其他行動，概不負責。

1.13 受益人

若保單權益人於本保單或以書面指定受益人，該受益人將被視為有資格於本保單生效期間，在受保人身故後領取身故賠償。

在本保單有效期內及受保人仍生存期間，保單權益人可提供令本公司滿意的書面通知更改受益人。

如果保單權益人亦為受保人，而受益人早於保單權益人身故 或該受益人於保單權益人身故後三十(30)天內身故，則本保單之身故賠償將給付予保單權益人之遺產。若受益人於受保人身故後三十(30)天以後身故，該身故賠償則將付給受益人的遺產。

如果保單權益人並非受保人，而受益人早於受保人身故或該受益人於受保人身故後三十(30)天內身故，則身故賠償將給付予保單權益人、其遺產、其遺產代理人或本公司按本公司完全和絕對酌情權認為是有權領取該身故賠償的其他人。若受益人於受保人身故後三十(30)天以後身故，該身故賠償則將給付予受益人之遺產。

若受保人及受益人在不能確定其身故先後的情況下去世，則當作受保人於受益人身故時尚存。

任何受益人的轉換必須要以書面通知本公司及均需完全合乎本公司訂立之所有要求及條件，方可生效。當本公司令轉換受益人開始生效時，受保人無須仍然在世。本公司對在有關轉換受益人生效前已付款項或已作出的其他行動，概不負責。

假若有多於一名受益人時，則身故賠償將按保單權益人預先定下的比例分配予各受益人。假若保單權益人並未有定下身故賠償之分配比例，或所有分配百分比之總和不相等於 100%時，本公司將有完全和絕對酌情權決定平均分配，

或按本公司認為恰當之比例分配身故賠償予各受益人。

如果沒有尚存受益人或保單權益人並沒有指定受益人，身故賠償將給付予保單權益人、其遺產、其遺產代理人或其他有權領取之人士。

1.14 稅務及滙報

為使本公司向你出具保單及/或根據該保單的條款提供你可另外獲得的部分或所有利益及/或為使保單按照本文項下之條款繼續生效，你承諾協助本公司按照以下第(a)至(h)分項 所述之方式及其中之條款和條件履行其稅務和財務報告義務。

(a) 你確認本公司是或可能：

i. 被要求按照任何本地或外國的法律、法規、守則或指引收集、積聚、儲存、匯編、使用和處理有關資 料並向監管機構 (或向扣繳義務人、監管人、合資格中介人及其他負責傳送本保單下的資金至你的賬戶之其他中介人)披露及/或傳送任何有關資料及/或滿足本公司之稅務和財務報告義務，且監管機構可能位於香港以外。

ii. 被要求為提供外判服務以支持本集團的業務營運之目的向第三方(包括向本集團)轉移你的有關資料，且此等服務供應商和資料處理者可能位於香港以外。

(b) 你確認：你已向本公司提供相關的有關資料，並特此同意並贊成本公司可收集、儲存、匯編、使用和處理上述有關資料及向監管機構 (或向扣繳義務人、監管人、合資格中介人及其他負責傳送本保單下的資金至你的賬戶的中介人)及上文第 1.14 條所指的任何第三方服務供應商和資料處理者披露、轉移及/或匯報上述有關資料。

(c) 如已經或將會向本公司提供以下個人資料：

i. 僱員、董事、高級職員、承包商、代理人、股東和 控制人；
ii. 受保人或受益人的僱員、董事、高級職員、承包商、代理人、股東和控制人；

你特此保證你已取得(或承諾你將取得)每一資料當事人允許向本公司披露該個人識別資料，以及本公司以上文第(a)(i) 和 (ii) 分項規定之方式使用、處理、披露和轉移該個人資料之同意。你將全面並持續地就由於你未能取得該同意而產生之任何及所有索償、損失和責任向本公司賠償。

(d) 如果你向本公司提供之任何有關資料變更，你同意在有關變更之日起計三十(30)天內，就該變更以書面方式通知本公司。

(e) 如您向本公司及/或本集團內任何其他公司提供之任

何有關資料虛假、具誤導性、或不準確，而有關資料導致本公司及/或本集團內其他公司違反任何與稅務和財務報告義務有關的本地或外國的法律、法例、法規、或執業/行為守則 (本公司及/或本集團內其他公司須受約束或承擔之)，您將全面並持續地就您未能確保您向本公司及/或本集團內其他公司提供之任何有關資料的真實性或準確性而導致之任何及所有索償、損失和法律責任向本公司及/或本集團內其他公司作出彌償。

(f) 在本公司向你發出書面要求 ("有關要求") 後三十 (30) 天內，你應向本公司提供其要求之任何有關資料 ("要求提供的資料") 或採取有關要求指定的、本公司合理地相信或認為本公司遵守其稅務和財務報告義務所需之該等其他行動。

如你未能在有關要求指定的時間內，向本公司提供任何要求提供的資料或採取本公司在有關要求中指定之該等其他行動，(且如果本公司合理地認為遵守其稅務和財務報告義務所必需的，) 本公司應有權 (且你特此不可撤銷地授權本公司) 在向你發出事先書面通知後 (且不就此等行動對你或任何其他人產生任何種類責任之情況下) 採取以下行動：

i. 向監管機構匯報該保單；
ii. 向監管機構披露或傳送任何有關資料；
iii. 保留將原可支付或累計給你、保單項下的受保人

及/或受益人 (如適用) 之任何付款、金額或利益及/或向監管機構永久支付或另外向監管機構負責該保留的全部金額或其一部分，且不論是本公司計算的或監管機構或香港或任何外國法域之任何法律、法例或法規指定的；及/或

iv. 採取在有關情況下可合理地要求或監管機構指示或指定之該等任何其他行動，上述情況包括但不限於對保單下計算之價值、餘額、利益或權利作出調整。

根據本分項發出之書面要求或通知可以寄往你的最後已知郵寄地址給你，或如果保單在其後已轉讓或存放於信託，寄予排名第一之受讓人或受託人 (如適用) 信託持有，並應被視為你、該排名第一之受讓人或受託人(如適用) 在郵寄後四十八(48)小時 (如該地址位於香港) 或在寄出後七 (7) 天 (如郵寄至香港以外之地址) 已收到該書面要求或通知。類似情況下，如本公司有任何義務向你提供有關任何法律或法規變更之通知，該通知也可以本段所述之方式發出，並將於適當之期限結束後全面生效。

(g) 你同意：如本公司保留任何在本保單下可另外向你、保單下的受保人及/或受益人 (如適用) 支付或累計的金額 (無論如何表達該保留)，本公司應以按其合理意見最公平地反映該等保留對保單產生之影響的方式管理保單，包括但不限於向監管機構支付或另外向監管

機構負責全部保留金額或其一部分。

(h) 如果本公司採取在有關情況下可合理地要求或監管機構指示或指定之該等任何其他行動，本公司應向你發出解釋該行動造成之影響之書面通知。

1.15 責任解除

本公司出具以下文件：

(i) 由受益人、所有受益人的受託人、保單權益人、保單權益人的遺囑執行人或遺產管理人、或有權領取本保單下保險金的任何人就保險金所簽署的收據；或

(ii) 本公司就保險金所發出的支票已經被存入戶口或過數，應作為本公司就該等保險金的責任完全解除，並作為有權領取保險金的人已正式收取該等保險金的最終及具決定性的證據，而針對本公司提出的所有索償和要求均已被本公司完全滿足。

1.16 轉讓

保單權益人不可將本保單轉移或轉讓予任何其他人士，及將本保單作為任何信託、留置或任何形式的押記。

1.17 取消保單權利及退回保費

保單權益人有權以書面通知要求取消本保單及取回扣除

因匯率浮動而造成的任何差額(如適用)後的所有已繳保費及本公司代保險業監管局按相關規定已收取的徵費。但是保單權益人必須簽署該通知，並確保本公司於本公司之總辦事處於以下時段內直接收到該通知：保單交付保單權益人或保單權益人的代表後或《通知書》發予保單權益人或保單權益人的代表後起計的21個曆日，以較先者為準。保單權益人明白本公司之將就冷靜期一事，以《通知書》及/或電話短訊通知保單權益人。若於《通知書》及/或電話短訊內註明之冷靜期的最後一日並非工作日，則順延至下一個工作日。保單權益人若曾經因索償而獲得賠償，則不會獲退款。

1.18 適用法律

本保單的條款和條件受香港特別行政區法律管轄，並據其解釋。

1.19 英文文本為準

本保單之中文譯本只作參考之用，如中文譯本與原英文文本有歧異，則以英文文本為準。

1.20 筆誤

本公司的筆誤並不使有效的保險成為無效，亦不使無效的保險繼續有效。

1.21 第三者權利

任何不屬於本保單及/或其附加利益保障之訂約方的人士或 實體無權根據《合約(第三者權利)條例》(香港法例第623章) 或其他方式執行本保單及/或其附加利益保障之任何條款。

第 II 部份 – 基本條款

2.1 釋義

除非文義另有所指，本部份所載定義適用於本保單出現的下列字詞。

意外事件	指於本保單有效期間發生無法預見和意料之外的暴力、偶發、外在及可見事件，並在不牽涉任何其他因素下，構成身體受傷的唯一和直接原因。
每日住院現金賠償	指根據保障給付條款內第 3.2 條列出的可付利益。
連續逗留或逗留	指受保人由入院開始直至其出院日的整段期間，是以住院病人身份連續處身於醫院範圍內，而整段期間並未有間斷或身在醫院範圍之外。
身故賠償	指根據保障給付條款內第 3.1 條列出的可付利益。
傷病	指損傷或疾病。
出院日	指就每次住院，受保人在醫院內完成一切所需出院手續包括醫院就未付

清之住院費用發出帳單〔不論是返家或轉往另一所醫院或機構〕離開醫院的日期，而醫院不再為受保人保留病房或病床。

醫院

一個合法地組成的機構，其按照所在國家/地區的法律營運，並且：

(i) 主要為住院病人提供醫療及受傷護理服務；
(ii) 具備用於診斷、大型外科手術的設施；
(iii) 具備二十四小時護理服務；及
(iv) 最少有一（1）名駐院醫生。

「醫院」不包括療養院、康復中心或類似的機構，也不包括為酗酒或吸毒者而設的機構。

住院

指受保人依照醫生建議入住醫院作為住院病人就傷病接受治療，條件是受保人必須被醫院接收為住院病人最少六(6)小時，並於出院前持續在醫院逗留及須支付醫院的病房及膳食費用或深切治療費用。該住院必須是醫療必需的。

住院現金計劃	指「康盈住院現金回贈保障計劃」、「網上全數保費回贈住院現金保險計劃」及「全數保費回贈住院現金保險計劃」。
損傷	指受保人在本保單生效期間，因意外事件是唯一和獨立於任何其他的因素而導致身體損傷，而證據表明其在外觀的身體上有一個明顯的挫傷或傷口，或內部挫傷、傷口或損傷，或包含上述這些損傷。
期滿利益	指根據保障給付條款內第 3.4 條列出的可付利益。
醫療必需	指就住院、治療、程序、材料或其他醫療服務而言，該住院、治療、程序、材料或其他醫療服務按本公司的意見為: (i) 必須、適合及與有關病徵之發現或有關傷病的診斷及治療一致; (ii) 符合一般接受的醫療習俗而非為實驗或調查性質; (iii) 非純為受保人、保單權益人、醫生或任何其他人士提供方便; 及

(iv) 必須的以免受保人的健康狀況惡化。

醫生

指任何具有正式資格、已正式註冊並且在法律上獲准在其執業地方提供西醫內科或外科醫療服務的醫生，但如果該醫生本身為保單權益人／受保人，或是保單權益人／受保人的配偶，或是透過血緣或婚姻關係而與保單權益人／受保人有關的任何其他人，則該醫生不被包括在本定義之內。

已存在醫療狀況

指任何以下狀況或疾病：

(i) 以前曾存在或一直存在；或

(ii) 直接致病因素以前存在或一直存在；或

(iii) 受保人知悉該狀況或疾病、或具有該狀況或疾病之病徵或病狀；或

(iv) 任何化驗室的測試或調查顯示可能有該狀況或疾病的存在

而有關情況在保單日期或加簽批單日期或若本保單曾恢復生效，則本保單的最後復效生效日期（以最遲者為準）前發生。

疾病	指在保單日期或加簽批單日期或若本保單曾恢復生效，則本保單的最後復效生效日期（以最遲者為準）後最少四十五（45）日後，受保人(i) 首次顯現或出現症狀的疾病或病症或(ii)為之接受醫療或由醫生治療或受處方藥物治療的疾病或病症。
專科醫生	指本公司承認為專科之註冊西醫或在香港醫務委員會以專科登記的註冊西醫或具其他同等資歷的人士並從事專科治療，但如果該專科醫生本身為保單權益人／受保人，或是保單權益人／受保人的配偶，或是透過血緣或婚姻關係而與保單權益人／受保人有關的任何其他人，則該專科醫生不被包括在本定義之內。
退保利益	指根據保障給付條款內第 3.5 條列出的可付利益。

2.2 生效及終止

當本保單於承保表或任何隨後的批單所規定的首期保費已被繳付，除有效之批單上另行註明外，本保單於保單日期當日起生效。

保單在下列任何一種情況最早發生前仍然生效，而保費亦於本保單終止時停止支付：

(i) 受保人死亡；或
(ii) 本公司批准保單權益人書面要求退保；或
(iii) 本保單到達期滿日；或
(iv) 本保單下之保費在寬限期完結時仍未繳付，則本保單將在保費到期且未被繳付之日終止。

本保單終止或期滿後，本公司在本保單之下再無任何責任。然而，本保單或本保單之下任何保障的終止或期滿並不影響在終止或期滿日之前所引起的任何索償。在本保單或本保單之下任何保障的終止或期滿之後所繳付的任何保費或本公司所接受的任何保費，並不對本公司構成本保單下的任何責任，而本公司應將上述所支付或接受的任何保費退回。

2.3 恢復生效

倘本保單因超逾寬限期仍未繳付保費而失效，而當時本保單並未被退保，經本公司批准後，本保單可在欠付保費日期起計一（1）年內恢復生效，惟須符合以下條件：

(i) 以書面向本公司申請恢復保單生效；
(ii) 向本公司提供為本公司滿意之可受保資格的證明；及
(iii) 保單權益人繳付所有逾期未付之保費及利息。

逾期保費以本公司不時宣報之利率按年複息計算至保單復效日為止。

保單的復效須符合本公司的承保規則及指引。

2.4 重複保單

除非那些保單的承保表內註明的每日住院現金賠償之總和低於港幣2,100元，否則受保人在任何時候，均不得受保於多於一份住院現金計劃。如有多於一份該些保單發出予受保人而每日住院現金賠償之總和高於港幣2,100元，本公司將會跟從保單簽發的時序賠償每日住院現金賠償，而在任何情況下就每日住院該些保單的可支付的每日住院現金賠償總額將不會高於港幣2,100元。

即使任何已發出予受保人的住院現金計劃保單中有任何抵觸的情況，本條款將代替和取代任何已發出予受保人的住院現金計劃保單中的「重複保單」條款，即時生效。

第 III 部份 – 保障給付條款

在符合本保單的條款及條件的規定下，並於切實可行範圍內盡快向本公司遞交為其滿意的書面索償證明後，本公司將作出以下賠償：

3.1 身故賠償

3.1.1 身故賠償

若受保人於期滿日或之前死亡而本保單仍然有效，本公司應按一般保單條款內第1.13條之規定支付身故賠償予受益人，身故賠償為受保人身故時已繳總保費的100%。

已繳總保費之金額將會以保費折扣後（如有）所繳付的保費金額計算。

3.1.2 解除責任

由保單權益人或受益人所簽署的身故賠償或其他保險金的收據，或由保單下有權領取此等保險金的任何人士簽署的收據；或本公司支付身故賠償已被存入或兌現之證明，即解除本公司於本保單下的進一步責任。

3.2 每日住院現金賠償

(i) 如受保人在本保單有效期內住院及在符合本保單的條款和條件的前提下，本公司應向保單權益人（如仍在生）或其合法遺產代理人支付承保表內註明的每日住院現金賠償乘以住院日數，惟根據本第3.2條應付的每日住院現金賠償就每宗傷病的住院日數累計總數不得超過保單資訊表內註明的每宗傷病最多的住院日數，而對於超過所訂的住院日數的任何住院日，本公司將不會就該些額外住院日數支付任何每日住院現金賠償。

(ii) 在不損害上述第3.2(i)條的條款及條件的一般性的原則下，若住院地點並非在香港，每日住院現金賠償就每宗傷病的住院日總數應限於保單資訊表內註明的每宗傷病最多的住院日數（香港以外住院）。

(iii) 假如因同一或相關的傷病而住院一次以上，本公司將視該等多次住院為同一宗傷病所引致。在這種情況下，在符合以上第3.2(i)及3.2(ii)條及保單資訊表所註明每宗傷病最多的住院日數（香港以外住院）（如適用）及每宗傷病最多的住院日數的規定下，本公司將就此等多次住院給付每日住院入息賠償。

如住院少於六(6)小時，此項每日住院現金賠償則不會被支付。

3.3 除外事項

因下列任何一個或多個原因，直接或間接，完全或部份之關係而引起、與其有關、導致或產生的住院，本保單不會就任何有關的索償支付每日住院現金賠償：

(i) 已存在醫療狀況；

(ii) 任何在保單日期或加簽批單日期或若本保單曾恢復生效，則本保單的最後復效生效日期（以最遲者為準）後的首四十五(45)日內，受保人患上的首次顯現或出現症狀的任何疾病或為之接受醫療或由醫生治療或受處方藥物治療的任何疾病；

(iii) 扁桃腺、腺樣增殖體、疝氣、女性生殖器官疾病的治療或手術，除非受保人在開始接受這種治療或手術前，本保單已在保單日期或加簽批單日期或若本保單曾恢復生效，則本保單的最後復效生效日期（以最遲者為準）之後連續有效達一百二十(120)天；

(iv) 不論當時精神是健全或錯亂，受保人自殺或自致之傷害；

(v) 抵觸或企圖抵觸法律、拒捕或參與任何爭執或毆鬥；

(vi) 服用非由醫生處方的藥物、濫用酒精或毒藥；

(vii) 分娩（包括開刀產子）、懷孕及任何併發症、流產、人工流產、不孕、絕育、產前或產後護理、或因節育或不育接受手術、機械或化學方法治理引起的情況；

(viii) 屬於人類免疫力缺乏病毒(HIV)的疾病或人類免疫力缺乏病毒(HIV)感染及/或任何與其有關之疾病包括愛滋病及/或因愛滋病引發之任何突變、衍生或變異；

(ix) 受保人的精神障礙、心理障礙或精神病、行為問題或人格障礙；

(x) 先天畸形或異常；

(xi) 一般健康檢查、康復、療養、基因測試、牙科治理、假牙、眼睛檢查、眼鏡、助聽器或其裝置、行屈光偏差的矯正和治療、整容或整形手術的費用（除非有關的整容或整形手術乃因意外事件損傷所引致而必要的及受保人須於蒙受意外事件損傷後的九十 (90) 天內，接受有關之整容或整形手術，而此意外事件須發生在保單日期或加簽批單日期或若本保單曾恢復生效，則本保單的最後復效生效日期（以最遲者為準）之後；

(xii) 眼球的折射毛病或需以眼鏡幫助矯正的情況；

(xiii) 任何不屬醫療必需的治療、檢查、服務或供應品；

(xiv) 航空或空中活動，包括作為機師或機組人員，但作為購票乘客乘搭有牌照的商業航空公司經營的固定航班的具有正式牌照、定翼多引擎載客飛機則除外；

(xv) 職業運動、裝有車輪或馬匹的比賽、借助呼吸器具水中活動、空中活動（包括高空彈繩跳、懸掛式滑翔、熱氣球飛行、跳傘及特技跳傘）但作為購票乘客乘搭具有正式牌照商業固定航班的載客飛機則除外、或任何危險活動或運動，除非得到特別批單同意；

(xvi) 在受保人的氣息、血液或尿液中的酒精含量高於在其駕駛汽車所在國家或地區法律限制的情況下駕駛任何種類的車輛；

(xvii) 宣佈或不宣佈之戰爭、侵略、外敵行為、作戰行動、內戰、叛變、革命、起義、軍事或奪權行動或任何類似戰爭的行動；

(xviii) 治療過度肥胖（包括病態肥胖）、控制體重計劃或減肥手術（由專科醫生於傳統治療方法失敗後確認是必需的減肥手術及已獲本公司預先批核則除外）；

(xvix) 參與任何軍事或維持和平活動；或

(xx) 入住長期護理機構或為酗酒或吸毒者而設的地方或療養院或康復中心或老人院或水療診所或類似的機構。

若本公司因本條款而宣稱任何損失、損壞、費用或開支均不在本保單的保障範圍之內，提出任何相反舉證的責任須由保單權益人/索償人承擔。

倘若本條款的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。

3.4 期滿利益

公司應於期滿日後向保單權益人支付期滿利益，數額相等於保單資訊表內註明的本保單已繳總保費之指明百份比。上述之期滿給付需符合下列全部要求：

(i) 本保單在期滿日仍然有效；
(ii) 受保人在期滿日仍然在生；及
(iii) 截至期滿日為止本保單之所有到期保費均已繳付。

已繳總保費之金額將會以保費折扣後（如有）所繳付的保費金額計算。

3.5 退保

若本公司未曾亦無需就本保單支付身故賠償，保單權益人可於期滿日或之前向本公司作出書面通知連同保單契約正本，向本公司退保，以領取退保利益。退保應在通知內註明的生效日期生效，如通知內並無註明生效日期，則生效日期將由本公司釐定。該退保利益相等於保單資訊表內本保單已繳總保費之退保價值比率，而該退保價值比率將視乎退保日期按保單資訊表內所述而變化。

已繳總保費之金額將會以保費折扣後（如有）所繳付的保費金額計算。

本公司保留延遲給付退保利益之權利，惟最遲不得超過自

退保日起計六(6)個月。

一經退保，本保單即告終止，而本公司對本保單將再無任何責任。

如本保單因欠交保費而失效，本公司仍會支付保單權益人退保利益(如有)，就當作退保在保費到期且未被繳付之日生效，而本公司對本保單將再無任何責任。

3.6 索償通知及證明

3.6.1 身故賠償

在受保人死亡後盡可能及早的情況下，必須向本公司提交死亡索償通知及令本公司滿意的受保人死亡證明。在法律允許的範圍內，本公司有權要求進行驗屍，費用由本公司負責。

3.6.2 每日住院現金賠償

於出現每日住院現金賠償的索償的情況時，在開始住院當日起計十（10）天內，應以書面通知本公司該索償；而以本公司指定之形式並為本公司所滿意的該傷病之證明及所有醫院收據副本，須於出院日三十（30）天內送達本公司，但如能令本公司滿意地相信上述通知或傷病證明不能在規定期限內合理可行地作出，而該通知或傷病證明已盡可能於限期後盡快送交，則不在此限。

在合理需要的情況下，本公司有權隨時要求受保人自費提供證明及/或作身體檢查。

3.7 不分紅

本保單不可獲得分配本公司盈餘。

Part I - General Policy Provisions

1.1 DEFINITIONS

Unless the context otherwise requires, the definitions in this section apply to the following words and phrases whenever they appear in this Policy.

Additional Information	means any information, data, form, documentation, written statement or certification in addition to Personally Identifiable Information or Entity Information (as applicable) and Policy Information that is in the Company's possession or that the Company may require from you in order to fulfill or comply with the Company's Tax and Financial Reporting Obligations.
Age	means the Insured's age on last birthday.
Application	means the life insurance application form, any declarations, medical evidence forms, questionnaires and any other statements made, by or on behalf of the Insured and/or the Policy Owner.
Basic Plan	means the basic plan specified as such in the Policy Specifications.
Beneficiary	means a person or persons (if any) designated by the Policy Owner to receive the Proceeds upon the Insured's death.

Controlling Person

means, a person who directly or indirectly has control over a legal person or arrangement, including but not limited to: with respect to a legal person which is a company, a person who has a direct or indirect share ownership at or above a certain percentage of the company; is directly or indirectly entitled to exercise or control the exercise of not less than a certain percentage of the voting rights at general meetings of the company; or exercises ultimate control over the management of the company. If the legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person. With respect to a partnership, Controlling Person includes a person who is entitled to or controls, directly or indirectly, not less than a certain percentage of the capital or profits of the partnership, or is directly or indirectly entitled to exercise or control the exercise of not less than a certain percentage of the voting rights in the partnership, or exercises ultimate control over the management of the partnership. If the partnership is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person. With respect to a legal person which is not a company, partnership or trust, a Controlling Person includes an individual who ultimately owns or controls the entity. If such legal person is acting on behalf of another person over

whom the individual exercises control, the individual is a Controlling Person. With respect to a “legal arrangement” which is a trust, Controlling Person includes a person exercising ultimate effective control over the trust which may include the settlor, the trustee(s), the protector (if any), a beneficiary or class of beneficiaries, without reference to thresholds or any individual who is in a position similar to any of such persons or an individual exercising control over any such person.

Entity Information	means, in respect of the Policy Owner, Insured or Beneficiary or any of the aforesaid's signatory or lawful attorney (as applicable) who is not a natural person, any information, data, form, documentation, written statement or certification relating to the same including, but not limited to, its place of incorporation, place(s) of business, nature of business, organization, jurisdiction(s) of its residence and tax residence(s), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), identity, Personal Data and Information relating to each of its officers, directors and managers and Controlling Person(s), whether the entity is publicly traded or not, in case where the entity is privately held, identity, address, country of residence, country of tax residence, nationality, date and place of birth of each shareholder, or Controlling Person, any Personal Data and Information relating to any aforesaid person.
Grace Period	means such period as determined by the Company in accordance with Clause 1.8 under the General Policy Provisions.

Group	means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.
Hong Kong	means the Hong Kong Special Administrative Region.
Information	means any Personally Identifiable Information, Policy Information, Entity Information or Additional Information.
Insured	means the person whose life is insured by the Company under this Policy. The Insured is named in the Policy Specifications.
Maturity Date / Expiry Date	means the date as shown in the Policy Specifications when this Policy will mature / expire.
Personal Data	means any information or data which would fall within the definition of "Personal Data" as defined in CAP 486 PERSONAL DATA (PRIVACY) ORDINANCE, the Laws of Hong Kong as currently in force and as amended and supplemented from time to time.

Personally Identifiable Information	means in respect of the Policy Owner, Insured or Beneficiary or any of the aforesaid's signatory or lawful attorney (as applicable) who is a natural person, any information, data, form, documentation, written statement or certification relating to the person including, but not limited to, in respect of such person, name(s), residential and mailing address(es), telephone number(s), tax status/residence(s), age, nationality(ies), citizenship(s), date and place of birth, residence(s), domicile(s), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), personal and marital status and any Personal Data relating to the person.
Policy Anniversary	means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force.
Policy Date	means the date specified as such in the Policy Specifications, on which this Policy will take effect, and according to which Policy Anniversary, Policy Years and premium due dates are determined.

Policy Information	means any information, documentation, written statement or certification relating to the Policy, or any other policies issued by the Company of which the Policy Owner is a holder ("Other Policies"), including but not limited to the name(s) of the Policy Owner, Insured and Beneficiary, policy number(s), premium, benefits under the Policy and Other Polices (if applicable), denominated currency(ies), values, gains, losses, credits, debits, charges, withdrawals, balances, transfers, trust and beneficiary arrangements, lapses, reinstatements and surrender of your Policy and Other Policies (if applicable) and all instructions received by the Company in connection with the Policy and Other Policies (if applicable) from time to time.
Policy Information Sheet	means the schedule headed "Policy Information Sheet" issued together with and formed part of the Policy Specifications.
Policy Issue Date	means the date specified as such in the Policy Specifications, on which the Company issued this Policy.

Policy Owner, you or your	means the person who is an individual or an entity who is not a natural person, specified as Policy Owner in the Policy Specifications. Policy Owner is the owner of this Policy.
Policy Specifications	means the Policy Specifications issued by the Company to the Policy Owner as attached to this Policy as amended from time to time, which contains the policy number of this Policy, the coverage details, the Policy Information Sheet and other policy particulars.
Policy Year	means the period of twelve (12) calendar months commencing from and including the Policy Date up to but excluding the first Policy Anniversary and thereafter, each subsequent period of twelve (12) months commencing from and including the relevant Policy Anniversary up to but excluding the next ensuing Policy Anniversary.
Proceeds	means any benefits or amounts payable under the terms of this Policy.
Records	means this Company dates and signs.

Relevant Authority	means any legal, statutory, regulatory, administrative, law enforcement, governmental, tax or other authority in Hong Kong or in any other jurisdiction (including but not limited to the Hong Kong Inland Revenue Department, the Internal Revenue Service of the United States of America, and the relevant agencies of the Organization for Economic Co-operation and Development).
Rider	means rider(s) (if any) specified as such in the Policy Specifications.
Sum Insured	means the amount shown as such in the Policy Specifications and may be varied with the agreement of the Company from time to time.

Tax and Financial Reporting Obligations means any obligation that the Company is currently, or may in the future be, subject to, whether in accordance with any law, legislation, regulation or code(s) of practice/conduct in Hong Kong or any foreign jurisdiction to which the Company is subject or as assumed by the Company, whether contractually, voluntarily or otherwise for the protection of the Company's legitimate interests (including but not limited to the implementation of the U.S. Foreign Account Tax Compliance Act pursuant to the intergovernmental agreement between Hong Kong and the U.S., the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap. 112), provisions issued by the Organization for Economic Co-operation and Development, including a Competent Authority Agreement (CAA) to implement its Common Reporting Standard (CRS), all as currently in force and as amended and supplemented from time to time):

(i) to determine the tax status of the Policy Owner, the Insured and/or the Beneficiary;
(ii) to provide any Information to a Relevant

Authority;

(iii) to withhold any payment, sum or benefit that would otherwise be paid or would accrue to you, Insured and/or Beneficiary (as applicable) under the Policy and/or permanently pay over all or part of the withheld amount to a Relevant Authority; and/or

(iv) to take any such other action as may be reasonably required in the circumstances, including but not limited to, making reasonable adjustments to your calculated balances, benefits, or entitlements under the Policy to reflect and accommodate the Company's actions under this paragraph whether such action is directed or designated by the Relevant Authority.

This Policy means this policy document, the Application (if any), the Policy Specifications, any schedules and/or endorsement(s) attached to the policy document as issued by the Company from time to time and duly signed by its authorized signatories.

U.S. means the United States of America.

We, us, our or Company means BOC Group Life Assurance Company Limited.

Unless the context requires otherwise in this Policy:

(i) words denoting one gender shall include the other gender;

(ii) words denoting the singular shall include the plural and vice versa;

(iii) references to any documents include a reference to that document as varied, amended, supplemented, substituted or assigned from time to time; and

(iv) references to Clause or schedule are references to a clause of or a schedule to this Policy.

1.2 THE ENTIRE CONTRACT

This Policy, comprised of GENERAL POLICY PROVISIONS, other Provisions, Policy Specifications and Application (if any), shall constitute the entire contract between you and us with respect to the coverage provided hereunder. In case of any inconsistency between those GENERAL POLICY PROVISIONS and other Provisions, the other Provisions will have precedence.

All statements made by you and/or the Insured in the Application (if any) and/or the Policy Specifications shall, in the absence of fraud, be deemed representations and not warranties. No statement shall be used by the Company to void this Policy or to defend a claim under it unless it is contained in the Application (if any) and /or the Policy Specifications.

No condition, provision or term of this Policy may be waived or modified except by written endorsement issued by the Company and signed by its authorized signatories.

We will, subject to the terms, conditions and exclusions contained herein or endorsed hereon, pay the benefits in respect of any or all of the contingencies herein defined happening during the period of insurance provided always that the due observance and fulfillment of all the terms, conditions and exclusions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

1.3 INCONTESTABILITY

This incontestability provision is only applicable to the Death Benefit (as defined in Part II - Basic Provisions) under this Policy.

The validity of this Policy shall not be contestable after the Policy has been in force for two (2) years from the Policy Date or date of any reinstatement, whichever is later, and during the lifetime of the Insured, except for non-payment of premiums or fraud.

For the avoidance of doubt, this incontestability provision shall not limit the Company's rights to render the entire Policy null and void at any time before the death of the Insured in accordance with Clause 1.9 below or as otherwise permitted by laws in case of any fraud, misrepresentation or non-disclosure of any material fact.

1.4 MIS-STATEMENT OF AGE AND/OR SEX

This Policy is issued in accordance with the Insured's age and sex as shown in the Policy Specifications. If the age and/or sex of an Insured has been misstated and had the correct age and/or sex been stated, the Insured would not have been eligible for coverage under this Policy, then the Company's liability for the period during which the Insured is in fact not eligible for coverage shall be limited to the refund of the premium paid with respect for such period without interest provided always that where there is fraud on the part of the Insured and/or the Policy Owner, no premium paid shall be refunded.

In the circumstances where the Insured's age and/or sex is misstated in the Application and had the correct age and/or correct sex been stated, the Insured would remain eligible for coverage under this Policy then, the Company will adjust the premiums payable under this Policy based on the correct age and/or sex. Any excess premiums paid by the Policy Owner shall be refunded to him and any outstanding premiums shall be paid by him, as the case may be.

1.5 FREEDOM FROM RESTRICTIONS

Unless otherwise specified, this Policy contains no restriction with respect to the Insured's residence, travel or occupation.

1.6 PAYMENT OF PREMIUMS

All premiums after the first premium payment shall be payable on or before their respective due dates to the Hong Kong office or through an authorized representative of the Company. The amount of premium payable and its due date are set out in the Policy Specifications.

After payment of the first premium, failure to pay a premium on or before its due date to the Company will constitute a default in payment of premium.

The Company reserves the right to review and adjust the premium payable amounts from time to time.

1.7 NON-PAYMENT OF INITIAL PREMIUM

Unless the Company has waived payment of the initial premium for this Policy, if the Policy Owner fails to pay the initial premium for this Policy, this Policy shall be deemed to be void as from the Policy Date for all purposes. Accordingly, the Company shall not be liable to pay any benefits under this Policy.

1.8 GRACE PERIOD

After payment of the first premium, a Grace Period of thirty-one (31) days from each subsequent due date is allowed for payment of the premium, during which this Policy shall remain in force. If an insured event occurs during the Grace Period, any Proceeds payable in accordance with the terms of the Policy shall be subject to the premiums being paid by the end of the Grace Period. If any premiums remain unpaid after the end of the Grace Period, this Policy shall automatically lapse as from the first due date of the outstanding premiums without notice to the Policy Owner.

1.9 FRAUD, MISREPRESENTATION OR MATERIAL NON-DISCLOSURE

In case of any fraud, misrepresentation or non-disclosure of any material fact in the Application (if any) or declaration on which this Policy is based or in relation to any other matter affecting this Policy or the Company's risk or in connection with the making of any claim under this Policy, the Company shall have the sole and absolute discretion to render this Policy null and void and all claims hereunder

shall be forfeited. Unless there is fraud, any premiums paid by the Policy Owner shall be refundable to him in such circumstances.

1.10 CURRENCY AND PLACE OF PAYMENT

All amount payable to or by the Company will be payable in the policy currency shown on the Policy Specifications subject to the applicable laws, regulations and guidelines issued by the relevant regulatory authorities from time to time. Nevertheless, the Company shall have the absolute discretion to accept payments or make payments (including but not limited to accepting premium payments or making any benefit payments) in Hong Kong dollars using the then market-based prevailing exchange rate as determined by the Company from time to time on the date that the payment is processed. All amounts due from the Company will be payable at the Hong Kong office of the Company.

1.11 INTEREST

Unless otherwise stated in this Policy, no amounts payable by the Company under this Policy shall carry interest.

1.12 OWNERSHIP

In this Policy, the words “you” and “your” refer to the Policy Owner of this Policy. As Policy Owner, you have all rights of ownership in this Policy while it is in force. To exercise these rights, you do not need the consent of any Beneficiary or trustee of this Policy. Any changes of ownership require a satisfactory written notice to the Company. A

change of ownership shall be effective only if the request has satisfied all the requirements and conditions set by the Company. The Insured does not have to be living when the request for change of ownership is put into effect by the Company. The Company will not be responsible for any payments it has made or other actions it has taken before the change takes effect.

1.13 BENEFICIARY

Whenever a Beneficiary is designated either in this Policy or by a declaration in writing by the Policy Owner, such Beneficiary will be deemed to be beneficially entitled to the death benefit under this Policy if the Insured dies while it is in force.

During the lifetime of the Insured and while this Policy is in force, the Policy Owner may change the Beneficiary by giving a written notification satisfactory to the Company.

If the Policy Owner is also the Insured and the Beneficiary dies before the Policy Owner or within thirty (30) days after the death of the Policy Owner, the death benefit shall be payable to the estate of the Policy Owner. If the Beneficiary dies beyond thirty (30) days after the death of the Policy Owner, the death benefit shall be payable to the Beneficiary's estate.

If the Policy Owner is not the Insured and the Beneficiary dies before the Insured or within thirty (30) days after the Insured's death, the death benefit shall be paid to the Policy Owner, his estate, his personal representatives or other persons entitled to receive the same as the

Company considers appropriate at its sole and absolute discretion. If the Beneficiary dies beyond thirty (30) days after the Insured's death, the death benefit shall be payable to the Beneficiary's estate.

If the Insured and Beneficiary or Beneficiaries die in circumstances rendering it uncertain that anyone of them, or which of them survived the other or others, the Insured shall be deemed to have survived the Beneficiary or Beneficiaries.

A change of a Beneficiary shall be effective only if it is made by written notification to the Company and has satisfied all the requirements and conditions set by the Company. The Insured does not have to be living when the request for change of Beneficiary is put into effect by the Company. The Company will not be responsible for any payments it has made or other actions it has taken before the change takes effect.

If there is more than one Beneficiary, the death benefit shall be paid to the Beneficiaries in the proportion specified by the Policy Owner. If the Policy Owner has not specified the proportion of the death benefit to be paid to each Beneficiary or all the proportions add up to a figure other than 100%, the Company shall have the sole and absolute discretion to pay the death benefit to all the Beneficiaries in equal shares or in such proportion as the Company thinks appropriate.

If there is no living Beneficiary or no Beneficiary has been designated by the Policy Owner, the death benefit shall be paid to the Policy Owner, his estate, his personal representatives or other persons entitled to receive the same.

1.14 TAX AND REPORTING

In order for the Company to issue the Policy to you and/or to provide some or all of the benefits that are otherwise available to you under its terms and/or for the Policy to remain in force in accordance with the terms hereunder, you undertake to assist the Company to meet its Tax and Financial Reporting Obligations in the manner and upon the terms and conditions as set out in sub-clauses (a) to (h) hereinbelow.

(a) You acknowledge that the Company is or may be:

i. required to collect, gather, store, compile, use and process Information and to disclose and/or transmit any of the Information to a Relevant Authority (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to your account) in accordance with any local or foreign law, regulation, code or guideline and/or to satisfy the Company's Tax and Financial Reporting Obligations and the Relevant Authority may be located outside of Hong Kong.

ii. required to transfer your Information to third parties (including to the Group) for the purpose of providing outsourced services to support the Group's business operations and that these service providers and data processors may be located outside of Hong Kong.

(b) You acknowledge you have provided the Company with the relevant Information and hereby consent and agree that the

Company may collect, store, compile, use and process such Information and disclose, transfer and/or report such Information to the Relevant Authority (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to your account) and any third party service providers and data processors referred to in Clause 1.14 above.

(c) Where you have provided or will provide the Company with Personal Data of:

i. employees, directors, officers, contractors, agents, shareholders and Controlling Persons;

ii. employees, directors, officers, contractors, agents, shareholders and Controlling Persons of the Insured or Beneficiary;

You hereby warrant that you have obtained, or undertake that you will obtain, the consent of and from each such data subject permitting the disclosure of such Personally Identifiable Information to the Company and the use, process, disclosure and transfer of such Personal Data by the Company in the manner contemplated in sub-clause (a) (i) and (ii) above. You will fully and continually indemnify the Company from and against any and all claims, losses and liabilities incurred as a result of any failure on your part to have obtained such consent.

(d) If any of the Information provided by you to the Company changes, you agree to inform the Company in writing of any such

change within thirty (30) days from the date of the relevant change.

(e) If any of the Information provided by you to the Company and/or any other companies within the Group is false, misleading, or inaccurate and such Information causes the Company and/or any other companies within the Group to be in breach of any provision of any law(s), legislation(s), regulation(s) or code(s) of practice/conduct in Hong Kong or in any foreign jurisdiction to which the Group or the relevant company is subject, or as assumed by it in relation to Tax and Financial Reporting Obligations, you will fully and continually indemnify the Company and/or each such company within the Group from and against any and all claims, losses and liabilities incurred as a result of any failure on your part to ensure the truthfulness and accuracy of such Information.

(f) Upon the Company's written request to you ("Request"), you shall, within thirty (30) days of the date of the Request, provide the Company with any Information requested by it ("Required Information") or take such other action as specified in the Request that We reasonably believe or consider to be required in order to comply with its Tax and Financial Reporting Obligations.

In the event where you fail to provide the Company with any of the Required Information or to take such other action as is specified by the Company in the Request within the time period stated in the Request, (and if the Company reasonably believes

it to be necessary for it to comply with its Tax and Financial Reporting Obligations,) the Company shall be entitled to, upon prior written notice to you, and you hereby irrevocably authorize the Company to, and without incurring any liability whatsoever to you or any other person for these actions:

i. report the Policy to a Relevant Authority;

ii. disclose or transmit any of the Information to a Relevant Authority;

iii. withhold any part or all of any payment, sum or benefit that would otherwise be paid or would accrue to you, Insured and/or Beneficiary (as applicable) under the Policy and/or permanently pay over or otherwise account for all or part of such withheld amount to a Relevant Authority and whether calculated by the Company or as specified by the Relevant Authority or by any law, legislation or regulation of Hong Kong or any foreign jurisdiction; and/or

iv. take any such other action(s) as may be reasonably required in the circumstances or as directed or designated by a Relevant Authority including but not limited to making adjustments to the calculated values, balances, benefits or entitlements under the Policy.

A written request or notice pursuant to this sub-clause may be given to you by post to your last known postal address, or if the Policy has been subsequently assigned or placed in trust, to the

first named assignee or trustee as appropriate, and shall be deemed to have been duly received by you, the first named assignee or trustee as appropriate, forty-eight (48) hours after posting if such address is in Hong Kong and seven (7) days after posting if sent by post to an address outside Hong Kong. Similarly, if the Company has any obligation to provide you with notices of changes in any law or regulation, that notice may also be given in the form described in this paragraph and will be fully effective at the end of the appropriate time period.

(g) You agree that in the event that the Company withholds any amounts that would otherwise be paid or would accrue (howsoever expressed) to you, Insured and/or Beneficiary (as applicable) under the Policy, the Company shall administer the Policy on the basis that in its reasonable opinion most fairly reflects the effect of such withholdings on the Policy, including but not limited to, pay over or otherwise account for all or part of such withheld amount to the Relevant Authority.

(h) In the event that the Company takes any other action as may be reasonably required in the circumstances or as directed or designated by a Relevant Authority, the Company shall explain the effect of such action in a written notice to you.

1.15 DISCHARGE

The production by the Company of:

(i) a receipt of the Proceeds signed by the Beneficiary, a trustee for

all the Beneficiaries, the Policy Owner, the executor or administrator of the Policy Owner's estate or any person who is entitled to receive such Proceeds under this Policy; or

(ii) evidence that the Company's cheque payment for the Proceeds has been deposited or honoured, shall be a complete discharge to the Company for such Proceeds and shall be final and conclusive evidence that such Proceeds have been duly received by the person or persons entitled to the same and that all claims and demands whatsoever against it in respect thereto have been fully satisfied.

1.16 ASSIGNMENT

This Policy is neither transferable nor assignable to any other person by the Policy Owner and shall not be subject to any trust or lien or charge of any kind by him.

1.17 CANCELLATION RIGHT AND REFUND OF PREMIUMS

The Policy Owner has the right to cancel this Policy and obtain a refund of any premium(s) and the levy paid, which are collected by the Company on behalf of the Insurance Authority according to the relevant requirements, less any difference caused by exchange rate fluctuation, where applicable, by giving written notice. Such notice must be signed by the Policy Owner and received directly by the Company's principal office within 21 calendar days after the delivery of the Policy or issue of a notice to the Policy Owner or the Policy Owner's representative, whichever is the earlier. The Company will notify the Policy Owner of the cooling-off period via a notice and/or

text message. If the last day of the cooling-off period as indicated in the notice and/or the text message is not a working day, it will fall on the next working day. No refund can be made if a claim has been admitted.

1.18 APPLICABLE LAW

The terms and conditions of this Policy shall be construed and governed in accordance with the laws of the Hong Kong Special Administrative Region.

1.19 ENGLISH TEXT PREVAILS

Chinese translation of this Policy is for reference only and in case of any inconsistency of meaning, the original English text shall prevail.

1.20 CLERICAL ERROR

Clerical errors by the Company shall neither invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

1.21 THIRD PARTY RIGHTS

Any person or entity which is not a party to this Policy and/or the Rider(s) of this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) or otherwise to enforce any terms of this Policy and/or the Rider(s) of this Policy.

Part II - Basic Provisions

2.1 DEFINITIONS

Unless the context otherwise requires, the definitions in this section apply to the following words and phrases wherever they appear in this Policy.

Accident	means an unforeseen and unexpected event of violent, accidental, external and visible nature which occurs while this Policy is in force and which shall, independent of any other cause, be the sole and direct cause of bodily injury.
Daily Hospital Cash Benefit	means the benefit payable pursuant to Clause 3.2 under the Payment of Benefit Provisions.
Continuous Physical Stay or Stay	means the continuous physical presence of the Insured as an in-patient at the Hospital premises, without any physical absence or interruption throughout the period commencing from the date of the Insured's admission to the Hospital until his Discharge Date.
Death Benefit	means the benefit payable pursuant to Clause 3.1 under the Payment of Benefit Provisions.

Disability means an Injury or Sickness.

Discharge Date means, in respect of a Hospital Confinement, the departure date of the Insured from the Hospital (whether to return home or for transfer to another Hospital or facility), following finalization of all requisite procedures to effect a discharge from the Hospital Confinement including the issuance of bill(s) for outstanding charges for Hospital Confinement with no room or bed retained for the Insured at the Hospital.

Hospital means a legally constituted establishment operating pursuant to the laws of the country/region in which it is based which :

(i) operates primarily for providing medical treatment and care of injury on an in-patient basis;
(ii) has facilities for diagnosis and major surgery;
(iii) has 24-hour nursing services; and
(iv) has at least one (1) Physician in residence.

"Hospital" does not include a rest or convalescent home, or similar establishment or a place for alcoholics or drug addicts.

Hospital Confinement	means the admission and confinement of the Insured as an in-patient in a Hospital upon recommendation of a Physician for the treatment of a Disability provided that the Insured must be admitted in the Hospital as an in-patient for a minimum of six (6) hours and continuously Stay in the Hospital thereafter prior to his Discharge which incurs a charge for Hospital daily room and board or intensive care. Hospital Confinement must be Medically Necessary.
Hospital Income Plan	means "Medi-Dollars Hospital Cash Plan", "iRefund Hospital Cash Insurance Plan" and "Refundable Hospital Cash Insurance Plan".
Injury	means bodily injury sustained by an Insured of which there is evidence of a visible contusion or wound on the exterior of the body, or of internal contusion, wound or injury, or a combination of these injuries, whilst this Policy is in force and which is solely caused by an Accident and independently of any other cause.
Maturity Benefit	means the benefit payable pursuant to Clause 3.4 under the Payment of Benefit Provisions.

Medically Necessary means, in respect of Hospital Confinement, treatment, procedure, supplies or other medical services, means such Hospital Confinement, treatment, procedure, supplies or other medical services which are, in the Company's opinion:

(i) required for, appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Disability;
(ii) in accordance with generally accepted medical practice and not of an experimental or investigative nature;
(iii) not for the convenience of the Insured, the Policy Owner, the Physician or any other person; and
(iv) not able to be omitted without adversely affecting the Insured's medical condition.

Physician means any registered medical practitioner duly qualified and registered and legally authorized in the geographical area of his practice to render western medical or surgical services but excludes a Physician who is the Policy Owner/Insured, the spouse of the Policy Owner/Insured or any other person related to the Policy Owner/Insured whether by blood or marriage.

Pre-existing Condition	means any condition or illness: (i) which existed or was existing; or (ii) where its direct cause existed or was existing; or (iii) in respect of which the Insured had knowledge, signs or symptoms of the condition or illness; or (iv) where any laboratory test or investigation showed the likely presence of the condition or illness prior to the Policy Date or date of endorsement or if this Policy has been reinstated, the effective date of last reinstatement, whichever is the latest.
Sickness	means sickness or disease of the Insured (i) the symptoms of which first manifest or occur or (ii) for which the Insured has received medical treatment or been attended to by a Physician or been prescribed drugs, in each case, at least forty-five (45) days after the Policy Date or date of endorsement or if the Policy has been reinstated, the effective date of last reinstatement of this Policy, whichever is the latest.
Specialist	means a Physician approved as such by the Company or a Physician who is registered in the Specialist Register of the Medical Council

of Hong Kong or equivalent and qualified to practice specialist care according to the qualified specialty, but excludes a Specialist who is the Policy Owner/Insured, the spouse of the Policy Owner/Insured or any other person related to the Policy Owner/Insured whether by blood or marriage.

Surrender Benefit means the benefit payable pursuant to Clause 3.5 under the Payment of Benefit Provisions.

2.2 COMMENCEMENT AND TERMINATION

Subject to the payment of the initial premium due for this Policy as stated in the Policy Specifications or any subsequent endorsement, the effective date of this Policy will be the same as the Policy Date unless stated otherwise in any endorsement validly made to this Policy.

The Policy will remain in force until the first occurrence of any of the following events, and the premium shall cease to be payable upon termination of this Policy:

(i) the death of the Insured; or
(ii) the Company approves the Policy Owner's written request for surrender; or
(iii) this Policy reaches the Maturity Date; or
(iv) premium due on this Policy remains unpaid after the end of the Grace Period, this Policy will be terminated on the date on which the premium is first due and unpaid.

Upon the termination or expiration of this Policy, the Company shall have no further liability under this Policy. However, termination or expiration of this Policy or any coverage hereunder shall not affect any claims arising before the date of termination or expiration. The payment or acceptance by the Company of any premium subsequent to termination or expiration of this Policy or any coverage hereunder shall not create any liability on the Company hereunder, and it shall refund any such premium paid or accepted.

2.3 REINSTATEMENT

If premium is in default beyond the Grace Period causing this Policy to lapse and if this Policy has not been surrendered, subject to the Company's approval, this Policy may be reinstated at any time within one (1) year from the due date of the premium in default subject to the following conditions:

(i) A written application for reinstatement is furnished to the Company;
(ii) Submission of evidence of insurability satisfactory to the Company; and
(iii) Payment of all overdue premiums with interest by the Policy Owner.

Interest on premiums shall be compounded annually at a rate declared from time to time by the Company to the date of reinstatement.

The reinstatement shall be subject to the Company's underwriting rules and guidelines.

2.4 DUPLICATE POLICIES

The Insured shall not at any time be covered by more than one Hospital Income Plan unless the total sum of the Daily Hospital Cash Benefit as specified in the Policy Specifications of those policies is less than HK$2,100. If there is more than one such policy issued to the Insured with total sum of the Daily Hospital Cash Benefit

exceeding HK$2,100, the Company will pay the Daily Hospital Cash Benefit by following the sequence of policy issuance and in any event for each day of Hospital Confinement the total Daily Hospital Cash Benefit payable under those policies will not exceed HK$2,100.

Notwithstanding anything to the contrary contained in any pre-existing policy(ies) of Hospital Income Plan issued to the Insured, this clause shall replace and supersede the provision of “Duplicate Policies” in any pre-existing policy(ies) of Hospital Income Plan issued to the Insured with immediate effect.

Part III - Payment of Benefit Provisions

Subject to the terms and conditions of this Policy and upon submission of a written proof of claim satisfactory to the Company as soon as practicable, the following benefits will be provided:

3.1 DEATH BENEFIT

3.1.1 Death Benefit

If the Insured dies on or before the Maturity Date while this Policy is in force, the Company shall pay to the Beneficiary in accordance with Clause 1.13 under the GENERAL POLICY PROVISIONS the Death Benefit which is equivalent to 100% of total premiums paid as at the date of death of the Insured.

The total premiums paid will be calculated based on premium paid after premium discount (if any).

3.1.2 Discharge

The receipt of the Death Benefit under this Policy by the Policy Owner or the Beneficiary or by any person entitled to receive such Proceeds, or evidence that the Company's payment for the Death Benefit has been deposited or cashed will discharge the Company from further liability under this Policy.

3.2 DAILY HOSPITAL CASH BENEFIT

(i) If the Insured has Hospital Confinement while this Policy is in force and subject to the terms and conditions hereof, the Company shall pay to the Policy Owner, if living, or otherwise to the Policy Owner's legal personal representative, the Daily Hospital Cash Benefit as specified in the Policy Specifications multiplied by the number of days of Hospital Confinement, provided that the cumulative maximum number of days of Hospital Confinement per Disability for which the Daily Hospital Cash Benefit is payable under this Clause 3.2 shall not exceed the maximum number of days of Hospital Confinement per Disability as specified in the Policy Information Sheet and the Company shall not be liable for the payment of any Daily Hospital Cash Benefit in respect of any days of Hospital Confinement in excess thereof.

(ii) Without prejudice to the generality of terms and conditions in Clause 3.2(i) above, if the Hospital Confinement occurs in a place other than Hong Kong, the maximum number of days of Hospital Confinement per Disability for which the Daily Hospital Cash Benefit is payable shall be limited to the maximum number of days of Hospital Confinement per Disability (outside Hong Kong) as specified in the Policy Information Sheet.

(iii) If more than one Hospital Confinement are caused by the same or a related Disability, the Company will regard such multiple Hospital Confinements as being caused by the same Disability. Under these circumstances, the Company will pay the Daily

Hospital Cash Benefit for such multiple Hospital Confinements, subject to the maximum number of days of Hospital Confinement per Disability (outside Hong Kong) (if applicable) and the maximum number of days of Hospital Confinements per Disability as specified in the Policy Information Sheet and as provided in Clauses 3.2(i) and 3.2(ii) above.

The Daily Hospital Cash Benefit will not be payable if the number of hour of Hospital Confinement is less than 6 hours.

3.3 EXCLUSIONS

No Daily Hospital Cash Benefit will be payable under this Policy for any claims in relation to Hospital Confinement resulting from, or related to, or caused or contributed by, directly or indirectly, wholly or partly, any one or more of the followings:

(i) Pre-existing Condition;

(ii) any illness of the Insured which symptoms first manifest or occur or for which the Insured has received medical treatment or been attended to by a Physician or been prescribed drugs, in each case, during the first forty five (45) days immediately after the Policy Date or date of endorsement or if the Policy has been reinstated, the effective date of last reinstatement (whichever is the latest);

(iii) treatment or surgery for tonsils, adenoids, hernia or a disease peculiar to the female generative organs unless the Insured

has been continuously covered under this Policy for a period of one hundred and twenty (120) days after the Policy Date or date of endorsement or if the Policy has been reinstated, the effective date of last reinstatement (whichever is the latest) immediately preceding such treatment or surgery;

(iv) suicide or self-inflicted injuries while sane or insane;

(v) violation or attempted violation of the law or resistance to arrest or participation in any brawl or affray;

(vi) drug-taking other than under the direction of a Physician, abuse of alcohol or taking poison;

(vii) childbirth (including surgical delivery), pregnancy and complications thereof, miscarriage, abortion, infertility or sterilization, pre-natal or post-natal care or conditions arising from surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility;

(viii) disease of or infection with any Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including AIDS and/or any mutations, derivations or variations thereof;

(ix) mental disorder, psychological disorder or psychiatric disorder, behavioral problems or personality disorder of the Insured;

(x) congenital deformities or anomalies;

(xi) general health checks, convalescence, custodial, rest care or genetic test, dental treatment, dentures, eye examination, glasses, hearing aids or the fitting thereof, corrective aids and treatment of refractive errors, cosmetic surgery or plastic surgery unless necessitated by Injury caused by an Accident occurring after the Policy Date or date of endorsement or if the Policy has been reinstated, the effective date of last reinstatement (whichever is the latest) and the Insured sustains the Injury and requires cosmetic surgery or plastic surgery within ninety (90) days of the Accident;

(xii) refractive errors of the eyes or their correction by glasses;

(xiii) any treatment, investigation, services or supplies which are not Medically Necessary;

(xiv) aviation or aerial activities including as a pilot or aircrew member except air travel as a fare-paying passenger in a properly licensed, fixed wing multi-engine aircraft constructed to carry passengers and operated by a licensed regular scheduled commercial air carrier;

(xv) professional sports, racing on wheels or on horse, underwater activities involving the use of breathing apparatus, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and sky-diving) other than as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous

activities or sports unless agreed by special endorsement;

(xvi) driving any kind of vehicle while the alcohol level in the Insured's breath, blood, or urine is higher than the legal limit in the country or region where the driving takes place;

(xvii) war (whether it is declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or any warlike operations;

(xviii) treatment of obesity (including morbid obesity), weight control programmes or bariatric surgery (except when bariatric surgery is necessary as confirmed by a Specialist after failure of conventional treatments and approved by the Company in advance)

(xvix) participation in any armed force or peace keeping activities; or

(xx) confinement in an institution for extended care, or a place for alcoholics or drug addicts, or a nursing/ rest/ convalescent home, or rehabilitation centre, or home for the aged, or hydro-clinic or similar establishment.

If the Company alleges that by reason of this clause, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Policy Owner/claimant.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.4 MATURITY BENEFIT

After the Maturity Date, the Company shall pay to the Policy Owner the Maturity Benefit which shall be equal to the specified percentage of the total premiums paid under this Policy as shown in the Policy Information Sheet provided that all of the following requirements are met:

(i) this Policy is still in force on the Maturity Date;
(ii) the Insured is still alive on the Maturity Date; and
(iii) all premiums due under this Policy up to and including the Maturity Date have been paid.

The total premiums paid will be calculated based on premium paid after premium discount (if any).

3.5 SURRENDER

The Policy Owner may surrender this Policy to the Company on or before the Maturity Date for the Surrender Benefit provided that no Death Benefit has been paid or become payable under this Policy by giving the Company a written notice with the original policy contract, and the surrender shall take effect on the date specified in such notice or, if no date is specified by the notice, a date determined by the Company. The Surrender Benefit shall be equal to the specified surrender value ratio of the total premiums paid under this

Policy as shown in the Policy Information Sheet, and the surrender value ratio shall vary depending on the date of surrender as specified in the Policy Information Sheet.

The total premiums paid will be calculated based on premium paid after premium discount (if any).

The Company reserves the right to defer payment of the Surrender Benefit for a period not exceeding six (6) months from the date of surrender.

Upon surrender, this Policy shall be terminated and the Company shall have no further liability under this Policy.

If this Policy is terminated due to non-payment of premium, the Company will pay the Surrender Benefit (if any) to the Policy Owner as if the surrender had taken effect on the date on which the premium is first due and unpaid and thereafter the Company shall have no further liability under this Policy.

3.6 NOTICE AND PROOF OF CLAIM

3.6.1 Death Benefit

Written notice of the death claim and proof of death of the Insured satisfactory to the Company must be submitted to it as soon as practicable. To the extent permitted by law, the Company shall have the right to request an autopsy at the Company's expense.

3.6.2 Daily Hospital Cash Benefit

Upon the occurrence of any claim for Daily Hospital Cash Benefit, written notice of claim must be given to the Company within ten (10) days after the date of commencement of Hospital Confinement and satisfactory proof of Disability in such form as the Company shall prescribe and copies of all hospital official receipts must be furnished to the Company within thirty (30) days from the Discharge Date from the Hospital unless the Company is satisfied that it has not been reasonably possible to give such notice or proof of Disability within the prescribed period and such notice or proof of Disability is given as soon as reasonably possible thereafter.

The Company shall have the right to request the Insured to provide evidence at his own expenses and/or have a medical examination whenever it may reasonably require.

3.7 NON-PARTICIPATING

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