

# **WeCare Flexible Term Life Protection Plan TF1**

## **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. 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, 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. Cancellation Rights and Refund of Premium(s) within Cooling-off Period**

You have the right to cancel the Policy and obtain a refund of any premium(s) and levy paid by giving a cancellation request to Us via Our customer service portal. To exercise this right, the request of cancellation must be submitted by Yourself within the cooling-off period. The cooling-off period is the period of twenty-one (21) calendar days immediately following either the day of delivery of the Policy or Policy issue notification to You (whichever is the earlier). The Policy issue notification is a Notice that will be sent to You by Us to notify You of the cooling-off period around the time the Policy is delivered.

### **2. What are Your Benefits**

#### **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

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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.

### **3. What is Not Covered**

#### **3.1. Suicide**

If the Life Assured commits suicide, whether sane or insane, within thirty six (36) months from (i) the Policy Issue Date or (ii) the date of reinstatement or (iii) the effective date of plan change under Clause 7.2, whichever is later, Our liability shall be limited to refund of Total Premiums Paid from the Policy Effective Date or the reinstatement date or the effective date of plan change under Clause 7.2, whichever is later, less any indebtedness.

We will not pay any interest pending payment under the Policy.

### **4. How to Claim**

#### **4.1. Claims Settlement**

Your beneficiary (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 the claimant's expense.

All medical reports, medical evidences and/or reports 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 Death Benefit shall be payable to the nominated beneficiary or Your estate (as the case maybe). Once a payment of the benefit is made, We will no longer be liable in any way in respect of that payment.

### **5. Premiums**

#### **5.1. Premium Payment**

The premium amount is specified in the Policy Schedule. Premiums are payable until the end of the Premium Payment Term as specified in the Policy Schedule. 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).

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### **5.2. Grace Period**

Premiums must be received by Us within thirty (30) calendar days of the premium due date ("Grace Period") except for the first premium. If We do not receive the premium at the end of 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.

### **5.3. Renewal**

At the end of the Policy Benefit Term, before the Life Assured's 100th birthday, the Policy will automatically be renewed for a new Policy Benefit Term without further evidence of insurability, upon Our receipt of premium due for the new Policy Benefit Term.

The Premium Payment Term will remain unchanged or will be up to the Policy Anniversary at which the Life Assured attains 100th birthday, whichever is earlier. The premium will be adjusted at a rate determined by Us at the time of Policy renewal.

### **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 Policy inception date pursuant to the applicable laws and regulations governing Your Policy.

## **6. How will Your Policy End**

### **6.1. Termination**

The Policy may be automatically terminated if any of the following events occurs:

- a) The death of the Life Assured;
- b) On the Policy Anniversary at which the Life Assured attains 100<sup>th</sup> birthday;
- c) We accept Your request by a Notice following Our prevailing guidelines at the relevant time to Us to terminate the Policy;
- d) You fail to pay premium to Us causing the Policy to be terminated;
- e) Death Benefit is paid or payable;
- f) Your Policy is terminated by Us; or
- g) You fail to complete the Customer Due Diligence exercise within thirty (30) working days from Policy Issue Date or during the Extended Period, or fail to 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 Reporting 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 arising after the effective date of termination.

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In respect of Policy termination under Clauses 6.1(c) and 6.1(d), We may pay You a sum (if any). The sum shall be calculated as follows:

*"Total Premiums Paid for the current Policy Benefit Term LESS Insurance Cost up to the date of Policy termination for the current Policy Benefit Term"*

### **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 submitting a Notice following Our prevailing guidelines at the relevant time to Us. A change of beneficiary shall be effective only if recorded by Us.

#### **7.2. Option to Change Sum Assured, Policy Benefit Term, Premium Payment Term**

While the Policy is in force, You may change the Sum Assured, Policy Benefit Term and Premium Payment Term by submitting a Notice following Our prevailing guidelines at the relevant time to Us. The change shall take effect on the effective date as specified in the Endorsement.

Accordingly, the premium of Your Policy will be recalculated based on the new coverage and the attained Age at the time of plan change, subject to underwriting if the plan change involves increase of the Sum Assured. In addition, We may pay You a sum (if any) if such plan change is effective before the end of Policy Benefit Term. The sum shall be calculated as follows:

*"Total Premiums Paid for the current Policy Benefit Term LESS Insurance Cost up to the effective date of plan change for the current Policy Benefit Term"*

A plan change can be made twice within twelve (12) months from Policy Effective Date/ last Policy Anniversary.

#### **7.3. Reinstatement**

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

- a) You submit a Notice following Our prevailing guidelines at the relevant time to Us 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;
- d) You return the sum paid to You under Clause 6.1 (if any) upon Policy termination plus interest (at a rate determined by Us from time to time); and

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- e) You pay all overdue and unpaid premiums plus interest (at a rate determined by Us from time to time).

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, the Policy Schedule and Endorsement 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.

### **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 restrictions on travel or work outside Hong Kong.

### **8.3. Incontestability**

We have the right to challenge the validity of Your Policy in the following periods:

- a) during the first two (2) years from the Policy Issue Date or the date of last reinstatement under Clause 7.3, whichever is later; and
- b) during the first two (2) years from the effective date of each increase of Sum Assured under Clause 7.2. The right to challenge is only limited to the additional amount of Sum Assured.

After two (2) years, We still have the right to amend Your Policy under Clause 8.1 but will not raise a challenge on a claim made by You 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. FATCA Obligations and Other Tax and Financial Reporting Obligations**

- a) You must:
  - (i) as a condition of the Policy issued to You, and from time to time while the Policy is in force when We require You to do so, provide Us with Required Information about Yourself and other Account Holders (as applicable);
  - (ii) where there is any change in Required Information already provided to Us (including any change in the residency, citizenship or tax status of an Account Holder), notify Us

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immediately of this by a Notice following Our prevailing guidelines at the relevant time to Us and provide Us with such Information, documentation and certification in that regard as We may require; and

- (iii) where there is a change in Account Holder, immediately provide to Us the Required Information for the new Account Holder (and where You propose that change, for example by notifying Us You want to assign Your rights under the Policy or nominate a new beneficiary, You must provide Us with the Required Information on the new Account Holder as a condition to Us agreeing that change).
- b) You acknowledge that in order for Us 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 agree to assist the Group to meet the Group's Tax and Financial Reporting Obligations in the manner and upon the terms and conditions as set out herein below.
- c) You acknowledge that We and/or other companies within the Group is/are or may be required:
  - (i) to collect, gather, store, compile, use and process Information and to disclose and/or transmit any of the Information to a Regulatory Authority including to any Regulatory Authority that may be located outside of Hong Kong (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 Our Tax and Financial Reporting Obligations and/or other relevant companies within the Group;
  - (ii) to transfer Your Information to third parties (including to any companies within 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.
- d) You acknowledge You have provided Us and/or other companies within the Group with the relevant Information and hereby consent and agree that the relevant companies within the Group may collect, store, compile, use and process such Information and disclose, transfer and/or report such Information to the Regulatory 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 sub-clause c) above.
- e) In the event where You have provided or will provide Us and/or other companies within the Group with Personal Data of employees, directors, officers, contractors, agents, shareholders and Account Holders; You hereby warrant that You have obtained, or undertake that You will obtain, the consent of and from each data subject permitting the disclosure of such Personal Data to the relevant companies within the Group and the use, process, disclosure and transfer of such Personal Data by the relevant companies within the Group in the manner contemplated under sub-clause c) above. You will fully and continually indemnify the Group 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.
- f) You shall, within thirty (30) days of Our written request to You, provide Us and/or the relevant company(ies) within the Group with any Information requested by Us or take such other action as specified in the request that We reasonably believe or consider to be required in order for Us and/or the relevant company(ies) within the Group to comply with Our/their Tax and Financial Reporting Obligations. In the event where You fail to provide Us and/or the relevant company(ies) within the Group with any of the Requested Information or to take such other action specified by Us in the request within the time period stated in the Request, and if We

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reasonably believe it to be necessary in order for Us and/or the relevant company(ies) within the Group to comply with Our/their Tax and Financial Reporting Obligations, We and the relevant companies within the Group shall be entitled to, and You hereby irrevocably authorize Us and the relevant companies within the Group to take the following actions, upon notification to You and without incurring any liability whatsoever to You or any other person for these actions:

- (i) report the Policy to a Tax Authority;
  - (ii) disclose or transmit any of the Information to a Tax Authority;
  - (iii) withhold any part or all of any payment, sum or benefit that would otherwise be paid or would accrue to You, Life Assured 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 Tax Authority and whether calculated by Us or as specified by the Tax Authority or by any law, legislation or regulation of Hong Kong or any foreign jurisdiction;
  - (iv) terminate the Policy, in which event, the termination shall take effect as if the Policy had been surrendered pursuant to the terms of the Policy after taking into account any withholdings of amounts that are required on or prior to the date of termination and Clause 6 shall also apply; and/or
  - (v) take any such other action(s) as We and/or the relevant company(ies) within the Group may reasonably determine in the circumstances or as directed or designated by a Regulatory Authority including but not limited to making adjustments to the calculated values, balances, benefits or entitlements under the Policy.
- g) You consent to Us deducting and withholding Withholding Tax from payments made to or from the Policy account and remitting this to the IRS to comply with Our FATCA Obligations including, without limitation, to Us deducting and withholding Withholding Tax on withholdable payments into the Policy and remitting this to the IRS if the IRD fails to exchange Information with the IRS under IGA (and the relevant tax Information exchange agreement between Hong Kong and the U.S.) or if You are or any other Account Holder is a Non Participating FFI. You agree that in the event that We withhold any amounts that would otherwise be paid or would accrue (howsoever expressed) to the Policyholder, Life Assured and/or beneficiary (as applicable) under the Policy, We shall administer the Policy on the basis that in its reasonable opinion fairly reflects the effect of such withholdings on the Policy, including but not limited to, pay to the Tax Authority or otherwise account for all or part of such withheld amount to the Tax Authority.
- h) Where You have an obligation under the Policy with respect to Account Holder Information relating to any other Account Holder, You must use Your best endeavours to procure that the other Account Holder complies with that obligation with regard to their Account Holder Information including providing to Us directly that Account Information and supporting documentation and certification and giving Us their consent to the disclosure and transfer of that Account Holder Information to the Tax Authority and deducting and withholding Withholding Tax and remitting this to the IRS. You agree We may contact the other Account Holders directly for these purposes.
- i) If the Required Information provided by You is misleading, false or inaccurate and such Required Information causes Us and/or any relevant companies within the Group to commit an offence or contravene 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 FATCA Obligations and Other Tax and Financial Reporting Obligations, You will fully and continually indemnify Us and/or each such

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company 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 Required Information.

### **8.6. 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 of the laws of Hong Kong) to enforce any terms of the Policy.

### **8.7. 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.

### **8.8. Sanction**

No insurer or reinsurer shall be deemed to provide cover and no insurer or reinsurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer or reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any applicable economic or trade sanction laws or regulations.

### **8.9. Misrepresentation or fraud**

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.

We have the right to declare this Policy void as from the Policy Effective Date and notify You that no cover shall be provided for the Life Assured if any Application or claim submitted is fraudulent or where a fraudulent representation is made.

## **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 Your Policy.

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- 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.
- If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.

### 9.2. Definitions

#### Word(s)

Account Holder

#### Meaning

means, in respect of the Policy:

- a) the Policyholder;
- b) each Controlling Person;
- c) the Life Assured;
- d) each person entitled to access the Policy's value (for example, through a loan, withdrawal, surrender or otherwise) or the ability to change a beneficiary under the Policy which will usually also be the Policyholder but also:
  - (i) any person to whom the Policyholder assigns any of those rights under the Policy; and
  - (ii) the Policyholder's personal representatives, executors or administrators on the death or bankruptcy of an individual Policyholder or insolvency of corporate Policyholder; and
  - (iii) any person entitled to receive a future payment under the Policy such as a beneficiary,

reference to each of the persons referred to in (a) to (d) above shall include his/her signatory and lawful attorney.

Account Holder Information

means the Information about Account Holders We are required to obtain as part of Our FATCA Obligations and Other Tax and Financial Reporting Obligations which currently includes:

- a) where the Account Holder is an individual, any Information, data, form, documentation, written statement or certification relating to the person including, but not limited to, in respect of such person, their name, date and place of birth, residential address(es), mailing address(es), contact Information (including telephone number(s)), personal and marital status, U.S. taxpayer identification number, U.S. social security number, nationality(ies), citizenship(s), residency(cies), domicile(s), tax status(es)/residency(cies), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), details of any other tax regimes to which

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they are subject or in respect of which they have any tax reporting or tax payment obligations, and any Personal Data relating to the person; and

- b) where the Account Holder is a corporate or other entity, any Information, data, form, documentation, written statement or certification relating to the same including, but not limited to, its full name, date and place of incorporation or formation, registered address, address(es) of place of business(es), nature of business, organization, jurisdiction(s) of its residence(cies), U.S. taxpayer identification number, tax status(es), tax residency(cies), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), and details of any other tax regime to which it is subject or in respect of which it has any tax reporting or tax payment obligations, identity, Information and Personal Data relating to each of its officers, directors, managers and Controlling Person(s); whether the entity is publicly traded or not; in case where the entity is privately held, identity, address(es), country(ies) of residence(s), country(ies) of tax residence(s), nationality(ies), date and place of birth of each shareholder and Controlling Person; and such other Information and Personal Data as We may require about each of the Account Holder's shareholders or Controlling Persons.

Additional Information

means any Information, data, form, documentation, written statement or certification in addition to Account Holder Information and Policy Information that is in the possession of the Group or any companies within the Group or that the Group or any companies within the Group may require from You in order to fulfil or comply with the Group's FATCA Obligations and Other Tax and Financial Reporting Obligations.

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.

Contract Currency

It is the currency, as stated in the Policy Schedule, in which benefits accruing are recorded/calculated.

Controlling Person

means, in respect of the Policy, a person who directly or indirectly has control:

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- a) With respect to a legal person, such as 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;
- b) With respect to a partnership, 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;
- c) With respect to a legal person which is not a company, partnership or trust, an individual who ultimately owns or controls the legal person. If such legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person; and
- d) With respect to a legal arrangement, which is a trust, 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.

Customer Due Diligence

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

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.

FATCA

means the U.S. Foreign Tax Compliance Act as amended from time to time.

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|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FATCA Obligations     | means Our obligations under FATCA (as varied or supplemented by the IGA) including, without limitation, Our obligations to undertake due diligence on Account Holders to identify U.S. Accounts and U.S. Account Holders, to report Information on U.S. Account Holders and U.S. Accounts to the Tax Authority, and to obtain their consent to do so, and to deduct and withhold tax from certain payments made to or from certain U.S. Accounts and to remit this to the IRS pursuant to applicable laws and regulations. |
| FFI                   | means foreign financial institution as defined under FATCA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Group                 | The Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of any company(ies) which We and/or its branches, subsidiaries, representative offices or affiliates has control of or is being controlled by branches, subsidiaries, representative offices and affiliates of Our holding companies, wherever situated.                                                         |
| IGA                   | means the intergovernmental agreement made between Hong Kong and the U.S. in respect of FATCA as may be amended from time to time.                                                                                                                                                                                                                                                                                                                                                                                         |
| Information           | Any information requested by Us for the purpose of processing the Policy Application and on-going Policy servicing.                                                                                                                                                                                                                                                                                                                                                                                                        |
| Insurance Cost        | means the total amount of the monthly risk cost calculated based on risk factors such as the attained Age, gender and associated risk of the Life Assured from the beginning of the current Policy Benefit Term to the effective date of plan change or the date of Policy termination.                                                                                                                                                                                                                                    |
| IRS                   | means the U.S. Internal Revenue Service as defined under FATCA.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Life Assured          | A person whose life is insured under the Policy, as stated in the Policy Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Non Participating FFI | means an FFI other than a participating FFI, a deemed-compliant FFI or an exempted beneficial owner as defined under FATCA.                                                                                                                                                                                                                                                                                                                                                                                                |
| 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                                                                                                                                                                                                                                                                                                                                                                                               |

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of representing or reproducing words, figures or symbols in visible form.

### Other Tax and Financial Reporting Obligations

In respect of the Group or a company within the Group, any obligation that the Group or the relevant 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 Group or the relevant company is subject or as assumed by it, whether contractually, voluntarily or otherwise for the protection of the relevant company or the Group's legitimate interests (including but NOT to 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 to implement its Common Reporting Standard, all as currently in force and as amended and supplemented from time to time):

- a) to determine the tax status of the Policyholder, the Life Assured and/or the beneficiary;
- b) to provide any Information to a Regulatory Authority;
- c) to withhold any payment, sum or benefit that would otherwise be paid or would accrue to You, Life Assured and/or beneficiary (as applicable) under the Policy and/or permanently pay over all or part of the withheld amount to a Regulatory Authority;
- d) to terminate the Policy; and/or
- e) 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 Group's or the relevant company's actions under this paragraph whether such action is directed or designated by the Regulatory Authority.

### Personal Data

Any Information or data which would fall within the definition of "Personal Data" as defined in Personal Data (Privacy) Ordinance (Cap. 486) as currently in force and as amended and supplemented from time to time.

### Policy

These Policy Provisions, the Policy Schedule, any other

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schedules or appendices attached to these Policy Provisions by Us, any additional provisions issued by Us and stated to form part of the Policy, the Application, any Endorsement issued by Us.

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policyholder          | The owner of the Policy is, as stated in the Policy Schedule or Endorsement, an individual who is entitled to exercise the rights and options under the Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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 | The date as specified in the Policy Schedule. The Policy Anniversary, Policy Year and premium due date will be determined according to this date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Policy Information    | Any information, documentation, statement or certification (electronic or otherwise) relating to the Policy or any other policies issued by any company within the Group of which You are a holder (“Other Policies”), including but not limited to the name(s) of the Policyholder, Life Assured and beneficiary, policy number(s), premium, benefits under the Policy and Other Policies (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 relevant company(ies) within the Group in connection with the Policy and Other Policies (if applicable) from time to time. |
| Policy Provisions     | means WeCare Flexible Term Life Protection Plan TF1 Policy Provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Policy Schedule       | The schedule to the Policy which sets out the particulars of the Policy and which may be amended by Us from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Policy Year           | 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

# WeCare Flexible Term Life Protection Plan TF1

## Policy Provisions

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered Medical Practitioner | Any person other than the Policyholder, the Life Assured, business partner(s) of the Life Assured, employee/employer of the Life Assured or a member of the Life Assured's immediate family (unless approved in advance by the Company in writing) who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise with equivalent qualifications and legally authorized to practice western medical and surgical services in accordance with the laws of the location where the relevant illness is diagnosed and who is acceptable to the Company. |
| Regulatory Authority            | Any relevant legal, statutory, regulatory, administrative, law enforcement, governmental, tax or other authority in Hong Kong or in any other jurisdiction(s) (including but not limited to the Hong Kong Inland Revenue Department, the U.S. Internal Revenue Service, and the relevant agencies of the Organization for Economic Co-operation and Development).                                                                                                                                                                                                                      |
| Required Information            | means any Account Holder Information, Policy Information and Additional Information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Specified U.S. Person           | has the same meaning as defined under FATCA and includes: <ul style="list-style-type: none"><li>a) certain U.S. citizens or resident individuals;</li><li>b) certain U.S. partnerships or corporations; and</li><li>c) certain trusts the administration of which is governed by the U.S. courts or the Controlling Person(s) of which include a U.S. citizen or resident.</li></ul>                                                                                                                                                                                                   |
| Tax Authority                   | means the U.S. Internal Revenue Service ("IRS"), the Hong Kong Inland Revenue Department ("IRD") and any other competent tax authority to which We or any company within the Group are required to report the Required Information or any part thereof and a "Tax Authority" shall be construed accordingly.                                                                                                                                                                                                                                                                           |
| Total Premiums Paid             | means the total sum of premium already due and paid by You under the Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| U.S.                            | means the United States of America.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| U.S. Account                    | means an account held by one or more Specified U.S. Person(s) or an entity of which one or more Controlling Person(s) is a Specified U.S. Person.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| U.S. Account Holder             | means, in respect of a U.S. Account, a Specified U.S. Person, or an entity of which one or more Controlling Persons(s) is a Specified U.S. Person, who holds that U.S. Account.                                                                                                                                                                                                                                                                                                                                                                                                        |

**WeCare Flexible Term Life Protection Plan TF1**

**Policy Provisions**

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|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| We, Us, Our, the Company | means Blue Insurance Limited.                                                                                                                                                                                                            |
| Withholding Tax          | means Withholding tax.                                                                                                                                                                                                                   |
| You, Your, Yourself      | means Policyholder.                                                                                                                                                                                                                      |
| Your Obligations         | 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. |

SPECIMEN