

MyTerm

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1. Definitions

Age refers to the age of the Insured on his or her next birthday unless otherwise specified.

Basic Plan refers to the plan MyTerm as shown in the Policy Schedule.

Beneficiary refers to a person chosen by Policy Owner to receive the Death Benefit under this Policy at the death of the Insured.

Commencement Date refers to the date the first premium is due and is the date used for calculating the Insured's Age at the start of this Policy.

Endorsement refers to an additional document attached to this Policy that outlines any adjustments that We make to this Policy.

Insured refers to the person insured by this Policy and is shown on the Policy Schedule or any Endorsement.

Expiry Date refers to the Policy Anniversary immediately preceding the hundredth (100th) birthday of the Insured.

Policy consists of this policy document, its Policy Schedule, application form, any Endorsement and / or any supplement.

Policy Anniversary refers to the same date each year as the Commencement Date.

Policy Date refers to the date when coverage under this Policy becomes effective as shown in the Policy Schedule, or the Reinstatement Date, whichever is later.

Policy Owner, You or Your refers to the person who owns this Policy as shown in the Policy Schedule or any Endorsement.

Policy Schedule refers to the document attached to this Policy. The Policy Schedule shows important information about this Policy, including the policy number, the premium payable, the benefits of this Policy and other particulars.

Policy Year refers to a period of twelve (12) consecutive calendar months from the Commencement Date and every succeeding twelve (12) consecutive calendar months period after that.

Registered Medical Specialist refers any person other than the Policy Owner, the Insured, an insurance agent, business partner(s), employee/employer or a relative of any of them (unless approved in advance by Us in writing) who is licensed and registered under the Medical Registration Ordinance of the Hong Kong Special Administrative Region or otherwise legally authorized and entitled to practice western medicine in any country in accordance with the laws of that country, and who is acceptable to Us.

Reinstatement Date refers to the date that We approve an application to reinstate this Policy.

Renewable Period refers to the initial renewable period as shown in the Policy Schedule or the number of year(s) from the date the Basic Plan is renewed to the Expiry Date, whichever is shorter.

Special Terms means any special terms You have agreed for this Policy, which include but not limited to the special terms that reflect the increased risks in relation to residence, nationality or health.

Sum Insured refers to the amount shown in the Policy Schedule or Endorsement and is used to determine how much the Beneficiary will receive if Death Benefit is paid under the Basic Plan.

Total Indebtedness refers to the entire amount (including any interest) that You owe to Us under this Policy which could be for amounts such as any outstanding premiums or other amounts due to Us.

Total Permanent Disability means disability solely and directly caused by an accident which totally and permanently prevents the Insured from engaging in any occupation or employment for remuneration or profit for which the Insured is reasonably suited by education, training or experience. If the Insured has no business or occupation at the time of the accident, it means the accident has totally and permanently prevented the Insured from attending to any duties which would normally be carried out by the Insured in his/ her daily life. Permanent means lasting for twelve (12) calendar months from the date of the accidental injury and at the end of that period being beyond any reasonable hope of improvement.

We, Us or Our refers to FWD Life Insurance Company (Bermuda) Limited (Incorporated in Bermuda with limited liability), the issuer of this Policy.

2. General Provisions

2.1 The Policy

This Policy is governed by the laws of Hong Kong Special Administrative Region of China (Hong Kong) and is proof of an insurance contract between You and Us. Once this Policy has commenced, insurance is provided regardless of the Insured's occupation, or the countries that the Insured travels to or resides in.

We have issued this Policy after taking into account the information provided by You and Insured (if they are different people) during application process and payment of the premium as shown in the Policy Schedule. This information provided is considered representations and not warranties.

2.2 Cooling-off Period

The Policy Owner has the right to cancel this Policy by notice and obtain a full refund of any premium(s) paid by You and insurance levy paid by You without any interest, by giving a written notice to Us. Such notice must be signed by the Policy Owner and received directly by Us within twenty-one (21) calendar days immediately following either the day of delivery of this Policy or a Cooling-off Notice to You or Your nominated representative, whichever is the earlier as specified by cooling-off period principles set out by the Hong Kong insurance regulator. No refund can be made if a claim payment under this Policy has been made prior to Your request for cancellation.

2.3 Alterations and Company Notices

No alterations in the terms and conditions and provisions of this Policy will be valid unless made in an Endorsement and / or any supplement to this Policy and issued by Us. No agent or other persons have the authority to change or waive any provision of this Policy.

If We need to send You any notices, We will send them to Your latest correspondence address recorded in Our records.

2.4 Policy Owner

Under this policy document, the words You, Your or Policy Owner refer to the person who owns this Policy as shown on the Policy Schedule or any Endorsement.

As the Policy Owner, You are the only person who can request changes to, and exercise the rights and privileges related to this Policy while this Policy is in effect.

If You hold this Policy on trust for a beneficiary by virtue of an express trust, We will consider any rights or options exercised by You in relation to this Policy as being made with the consent of, and for the sole benefit of, the beneficiary(ies) of that trust. We will not contact that beneficiary to confirm their consent.

You are entitled to any proceeds of this Policy that do not result from the death of the Insured. If You die, the proceeds will be payable to the appointed executors or administrators for and on behalf of Your estate, unless You are also the Insured, in which case the proceeds will be paid to the Beneficiary.

2.5 Beneficiary

Beneficiary refers to a person nominated by You to receive any proceeds of this Policy if the Insured dies. Your nominated Beneficiary is entitled to any benefits of this Policy if the Insured dies.

If a Beneficiary dies before the Insured, his or her share of the policy benefits will be redistributed to any surviving Beneficiaries in proportion to their nominated share (or equally if no nomination has been made).

If both the Insured and a Beneficiary die in the same incident and the official time of death is recorded as being the same time, We will determine the distribution of the proceeds of this Policy as if the elder of the two people had died first.

If You have not nominated any Beneficiaries, or if all of the Beneficiaries die before the Insured, We will pay the proceeds to You, or the appointed executors or administrators for and on behalf of Your estate (if You die).

During the Insured's lifetime, the Beneficiary has no right to and cannot request any changes to, claim benefits from, or exercise any rights and privileges in relation to this Policy.

2.6 Changes of Policy Owner and Beneficiary

While this Policy is in effect, the Policy Owner and the Beneficiary may be changed if You (as the current Policy Owner) submit a written request to Us. After assessing that We have all of the relevant information, We will process and register this change in Our records and such change will be effective from the date We approve the request (irrespective of whether the Policy Owner and/or the Insured is/are alive on that date).

2.7 Assignment

You can assign this Policy as collateral for a loan, however unless You inform Us in writing of the assignment, and We make a record of this assignment, We will not be bound by this assignment. You are responsible for the validity of the assignment and instructing Us any benefits under this Policy are paid to the assignees. Any payment We make before We record the assignment will not be affected by the assignment. Any money owed to Us under this Policy will take priority over any rights of any assignee(s).

2.8 Increase in Sum Insured

While this Policy is in effect and the Insured is alive, provided that no claims have been made, You can request in writing to increase the Sum Insured before the first Policy Anniversary subject to Our applicable rules and procedures (including but not limited to the relevant underwriting requirements). We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the Commencement Date. We will send an Endorsement to Your correspondence address in Our records.

2.9 Reduction in Sum Insured

While this Policy is in effect and the Insured is alive, provided that no Advanced Death Benefit has been claimed, You can request in writing to reduce the Sum Insured subject to Our applicable rules and procedures. We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the date We approve the request. We will send an Endorsement to Your correspondence address in Our records.

2.10 Surrender

While this Policy is in effect and the Insured is alive, You can request to surrender this Policy subject to Our applicable rules and procedures. This Policy has no cash values and no benefits will be payable upon surrender. This Policy will be terminated on the date We approve the request.

2.11 Misstatement or Non-disclosure

We have used the information, including but not limited to Age, gender and other material facts, provided by You and the Insured (if they are different people) during the application process to determine whether to offer this Policy.

If the Insured's Age or gender shown in the Policy Schedule is incorrect, We will calculate any amount paid or payable or benefit accruing according to how much the premiums paid would have purchased at the time of the application on the basis of the correct Age and/or sex. However, any recalculated amount will not be more than the original benefit which is specified in the Policy Schedule or any Endorsement.

We may cancel this Policy and treat it as having never existed if (i) any information provided by You and the Insured during the application process is incorrect and if, based on the correct information, We would not have offered this Policy; or (ii) any material facts were not disclosed during the application process which may affect Our risk assessment. In this situation, We will refund any premium(s) and insurance levy(ies) paid without interest after deducting any benefits that We have paid. We will send written notification of the cancellation to Your correspondence address in Our records.

2.12 Incontestability

Except in instances of fraud or non-payment of premium, We waive Our rights to cancel this Policy and treat it as having never existed after it has been in effect for two (2) years (meaning the Insured has been alive) from the Commencement Date, or the Reinstatement Date (if this Policy is reinstated).

2.13 Payment Currency

All amounts that We or You are required to pay in relation to this Policy will be paid in the currency shown in the Policy Schedule provided that We have the absolute discretion to accept payment in another currency.

2.14 Contracts (Rights of Third Parties) Ordinance

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any of its terms.

2.15 General Interpretation and Application

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy. Should any conflict arise in respect of the interpretation of any provision in this Policy and any other material otherwise produced by Us, then the provisions of this Policy shall prevail.

3. Premiums and Reinstatement Provisions

3.1 Payment of Premiums

The first premium is due on the Commencement Date. If this is not paid within thirty (30) calendar days of the Policy Date, this Policy will be automatically cancelled and considered as having never existed. In this situation, We will not be legally obliged to pay any benefits under this Policy.

Subsequent premiums must be paid until the Expiry Date. Premiums must be paid at a frequency We agree with You.

We provide a thirty (30)-day grace period from the due date of any premium(s). If We still do not receive this premium after the thirty (30)-day grace period, We will terminate this Policy effective from the date the unpaid premium was due.

3.2 Renewal

While this Policy is in effect and the Insured is alive, the Basic Plan of this Policy can be renewed for another Renewal Period at the end of each Renewable Period without the requirement of evidence of insurability. Unless You tell Us in writing before the next renewal that You do not want to renew, the Basic Plan of this Policy will be automatically renewed at the end of each Renewable Period until the Expiry Date based on the terms and conditions of this Policy, provided that premiums under this Policy are paid when due. The premium rates upon renewal are not guaranteed and will be determined at Our sole discretion based on factors including but not limited to the Age of the Insured at the time of renewal, claims experience and policy persistency from all policies under this product. However, within each of the Renewable Period, the premium rate will remain level and is guaranteed.

3.3 Deduction of Outstanding or Unpaid Premium and Insurance Levy

If there are any outstanding or unpaid premium(s) and/or insurance levy(ies) under this Policy, We will deduct these amounts from any benefits or proceeds payable under this Policy.

Upon the payment of Death Benefit and/or Advanced Death Benefit, if You are paying the premium(s) at a frequency other than annually (for example, monthly), We will deduct from the benefit(s) the amount of unpaid premiums (if any) for the Policy Year in which the Insured died or the Advanced Death Benefit is paid (as the case may be).

3.4 Reinstatement

If this Policy was terminated because of unpaid premiums, We may agree to reinstate this Policy, subject to the terms and conditions of this Policy and the applicable rules and procedures at that time, if You:

1. apply to Us in writing within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated;
2. provide Us with satisfactory evidence that the Insured still qualifies for this Policy based on the same factors that We used when assessing the initial application; and
3. repay all unpaid premiums (with interest at an interest rate that We set) and any outstanding insurance levy(ies).

We may refuse the application for reinstatement or may adjust the terms of this Policy. This Policy will only take effect again from the Reinstatement Date.

4. Benefit Provisions

We will pay the following benefits in accordance with the Benefits Provisions, Exclusions, Claim Provisions and the terms and conditions of this Policy.

4.1 **Death Benefit**

If the Insured dies while this Policy is in effect, and before the Expiry Date, We will pay to the Beneficiary(ies):

- (1) the Sum Insured as set out in the Policy Schedule or the latest Sum Insured as set out in the Endorsement to the Policy (as the case may be);
- (2) less any Total Indebtedness under this Policy.

The date We use to calculate the above amounts is the certified date the Insured dies.

You can choose how the payment of the Death Benefit is made to the Beneficiary(ies) through Our available payment options before the Insured's death while this Policy is in effect. We will pay the Death Benefit in one lump sum if You do not tell Us how the Death Benefit is to be paid.

If You want Us to pay the Death Benefit other than in a lump sum payment or change Your payment instructions, subject to Our applicable rules and procedures at the time, You need to send Us the completed designated form and provide Us with any document or information that We require.

4.2 **Advanced Death Benefit**

While this Policy is in effect and the Insured's advent of death is highly likely within twelve (12) months as certified by a Registered Medical Specialist and is accepted by Us, We will pay the Advanced Death Benefit to the Policy Owner which is equal to:

- (1) the Sum Insured as set out in the Policy Schedule or the latest Sum Insured as set out in the Endorsement to the Policy (as the case may be);
- (2) less any Total Indebtedness under this Policy.

The maximum Advanced Death Benefit payable per Insured under all policies issued by Us is HK\$16,000,000 (or US\$2,000,000). Upon payment of such benefit to the Policy Owner, the Sum Insured and the premiums of the Policy will be reduced accordingly.

4.3 **Life Celebration Booster Option**

Subject to Our applicable rules and procedures, after one (1) year from the Policy Date and while this Policy is in effect and the Insured is alive, You can exercise the Life Celebration Booster Option ("Option") upon the occurrence of the designated Life Celebration Event(s) to purchase a term rider ("New Rider") attached to this Policy without the requirement of evidence of insurability, provided that:

- (1) the Insured is at Age 55 or below at the time when exercising this Option;
- (2) this Option is exercised within ninety (90) days from the occurrence of the designated Life Celebration Event(s) with the proof of the Life Celebration Event(s);
- (3) this Policy is not issued with Special Terms or not issued at an increased premium;
- (4) no Advanced Death Benefit has been claimed;
- (5) no claims in relation to Total Permanent Disability and/or any critical illness polices have been submitted to Us, are currently being processed or have been made under all policies which cover the Insured and are issued by Us.

Life Celebration Events include:

- (i) the Insured's legal marriage;
- (ii) the birth of natural child of the Insured;
- (iii) the Insured's adoption of child through legal means;
- (iv) the Insured's purchase of residential property in Hong Kong;
- (v) the Insured's full-time employment within one (1) year from the graduation from a university or a higher education institution (Bachelor's degree or above).

You can only exercise this Option once per Insured under all policies of MyTerm Series issued by Us.

The New Rider is subject to Our applicable rules and requirements. The sum insured of the New Rider shall not exceed the lower of (i) 25% of the Sum Insured of the Basic Plan of this Policy and (ii) HK\$1,000,000 (or US\$125,000). The premium of the New Rider shall be determined based on Our applicable premium rates (which are not guaranteed and will be determined at Our sole discretion) and the Age of the Insured at the time the New Rider is issued. The initial renewable period of the New Rider will be same as the initial renewable period of the Basic Plan as shown in the Policy Schedule.

To exercise this Option, You need to submit a written request to Us and provide Us the following proof of the Life Celebration Event(s) within ninety (90) days from the occurrence of the designated Life Celebration Event(s):

- (1) (in relation to Life Celebration Event (i)) certified true copy of marriage certificate of the Insured;
- (2) (in relation to Life Celebration Event (ii)) certified true copy of birth certificate of the child of the Insured;
- (3) (in relation to Life Celebration Event (iii)) certified true copy of the convention adoption certificate of the Insured;
- (4) (in relation to Life Celebration Event (iv)) certified true copy of sale and purchase agreement of the property registered with the Land Registry of Hong Kong and land search of the property at the Land Registry of Hong Kong;
- (5) (in relation to Life Celebration Event (v)) copy of the employment letter and the certified true copy of graduation certificate of the Insured; and
- (6) any other document or information that We may reasonably request.

4.4 Conversion Privilege

Subject to Our applicable rules, procedures and Our choices of products then made available at the time of conversion, You can request in writing to convert the entire amount or any portion of the Sum Insured remaining under this Policy to a permanent plan of life insurance without the requirement of evidence of insurability before the Policy Anniversary immediately preceding the seventieth (70th) birthday of the Insured, provided that (1) this Policy is in effect and the Insured is alive; (2) no Advanced Death Benefit has been claimed under this Policy; (3) the sum insured of the new policy does not exceed the original Sum Insured of the Basic Plan of this Policy and (4) the conversion meets the applicable rules and requirements of the new policy.

The premiums for the new policy shall be determined in accordance with Our rules applicable at the time of conversion provided always that to the extent (if any) that this Policy was granted on Special Terms or issued at an increased premium, the new policy shall be subject to such terms and conditions as We may require.

If only a portion of the Sum Insured is converted, the Policy may be continued for the remaining years and the premiums shall be reduced accordingly provided always that the Policy meets Our rules then in effect, including but not limited to the minimum Sum Insured and premiums then in effect.

4.5 Non-participating

This Policy is non-participating and will not share in the divisible surplus of Our life insurance funds.

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5. Exclusions

5.1 Suicide

If the Insured commits suicide within thirteen (13) calendar months from the Policy Date (or the Reinstatement Date, whichever is later), Our legal responsibility will be limited to the total premium amount paid to Us without interest, after deducting any policy benefits that We have paid and any outstanding amounts owed to Us. This applies regardless of whether the Insured was sane or insane when committing suicide.

5.2 Exclusions for Advanced Death Benefit

No Advanced Death Benefit will be paid where the Insured's advent of death is highly likely within twelve (12) months and caused directly or indirectly from any of the following:

- (i) intentional self-inflicted injury, or attempted suicide, while sane or insane and while intoxicated or not; or
- (ii) Human Immunodeficiency Virus (HIV) related illness, including Acquired Immunization Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations thereof, which is derived from an HIV infection; or
- (iii) any condition arising out of consumption of poisoning drugs, psychiatric drug, drug abuse, alcohol abuse, abuse of solvents and other substances unless prescribed by a Registered Medical Specialist for treatment.

6. Claim Provisions

We will pay benefits from this Policy to You, the Beneficiary (in accordance with the Policy Owner provision and Beneficiary provision) or other person who is entitled to make a claim. Our obligations for that benefit are fulfilled once You, the Beneficiary or other person confirms they have received the benefit payment.

You should tell Us if You need to make a claim under this Policy by submitting claim form and the following:

1. the original of this Policy;
2. evidence of the legal entitlement of the person or persons claiming payment;
3. evidence of the certified date of the death of the Insured (if the Death Benefit is being claimed);
4. all necessary medical records, certificates and completion of all relevant forms required by Us; and
5. any other document or information that We may reasonably request.

We should be advised within ninety (90) days from the date of the death of the Insured or the date the Insured's advent of death is certified as highly likely within twelve (12) months by a Registered Medical Specialist (as the case may be). If We are not advised in this time frame, We may refuse the claim. We are not responsible for any of the costs of filling-in any form or getting any documents, such as death or other certificates.

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7. Termination Provisions

This Policy will automatically end on the earliest of the following:

1. when the Insured dies;
2. the Expiry Date;
3. when You surrender this Policy;
4. when the premium grace period expires, We have not received the due premium payment;
5. when the Sum Insured becomes zero upon payment of the Advanced Death Benefit; and
6. when the entire amount of the Sum Insured is converted to a permanent plan of life insurance product subject to Our relevant rules at the time of conversion.

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8. Obligation to Provide Information

The Policy Owner acknowledges that We and/or Our affiliates are obliged to comply with legal and/or regulatory requirements in various jurisdictions as promulgated and amended from time to time, such as the United States Foreign Account Tax Compliance Act, and the automatic exchange of information regime (“AEOI”) followed by the Inland Revenue Department (the “Applicable Requirements”). These obligations include providing information of clients and related parties (including personal information) to relevant local and international authorities and/or to verify the identity of the clients and related parties. In addition, Our obligations under the AEOI are to:

1. identify accounts as non-excluded “financial accounts” (“NEFAs”);
2. identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
3. determine the status of NEFA-holding entities as “passive non-financial entities (NFEs)” and identify the jurisdiction(s) in which their controlling persons reside for tax purposes;
4. collect information on NEFAs (“Required Information”) which is required by various authorities; and
5. furnish Required Information to the Inland Revenue Department.

Policy Owner has to provide a copy of his/her identification document to Us within thirty (30) days from the Commencement Date, otherwise this Policy will be suspended and refrained from carrying out further transactions. The Policy Owner agrees that from time to time We shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

1. for Us to issue this Policy to the Policy Owner;
2. for Us to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify Us in writing within thirty (30) days if there is any change to any of the information previously provided to Us that relates to Our legal obligations under this clause (whether at time of application or at any other time).

If the Policy Owner does not provide such information within the time period as reasonably requested by Us, notwithstanding any other provisions of this Policy, We shall be entitled to, to the extent permitted by Applicable Requirements,

1. report this Policy and/or information about the Policy Owner and/or the Beneficiary to relevant authority(ies);
2. terminate this Policy and return to the Policy Owner the surrender value (if any) without interest which shall be calculated pursuant to applicable terms and conditions under this Policy net of any outstanding amounts relating to this Policy; or
3. take any such other action as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period and notwithstanding any other provisions of this Policy, We shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by Us under Applicable Requirements remains outstanding.

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