

# **MySafe Accident Protection Plan**

## **Policy Provision**

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# About your policy

Thank you for choosing FWD. We're pleased to be protecting you, so you can focus on living life to the full.

## Easy to read

We're here to change the way you feel about insurance – starting with this document. We've made it easy to read, so you can understand your benefits and what you are covered for.



**We highlight important information like this. Read these carefully.**

## Important words and phrases

Some words and phrases in this policy have special meaning. We show those meanings in Section 8 (Important words and phrases). Please refer to this section when you need to.

Accident	Initial sum insured	Policy anniversary
Accidental injury	Insured	Policy date
Commencement date	Loss of hearing	Policy owner
Endorsement	Loss of sight	Policy restart date
Expiry date	Loss of speech	Policy schedule
	Loss of thumb or finger / loss of toe	Policy year
	Loss of use	Premium payment term
	Medically necessary	Sum insured limit
	Physician, surgeon or specialist	Third degree burns
		We, us and our
		You, your

## What makes up your policy

Your insurance policy is made up of the documents listed below. We may provide them to you in paper or electronic form.

- This policy document.
- Your policy schedule.
- Your signed application form and any documents you provided with it.
- Any endorsement to your policy.



**A policy endorsement is the document we provide to tell you about any official change to your policy.**



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## If you have questions

If you still have any questions after you have read this policy document, please call our **Customer Service Hotline** at **+852 3123 3123** – we're here for you.

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## Cooling-off period

If you aren't completely satisfied with your policy, and no claim payment has been made, you can cancel it within 21 calendar days immediately following:

- the date we deliver your policy; or
- the date we deliver a notice to you or your nominated representative telling you about the availability of your policy, your right to cancel and expiry date of this 21 calendar days period;

whichever is earlier.

If you cancel, you will receive the premium paid by you plus any insurance levy paid by you without interest.

This 21 calendar days period is called the cooling-off period. We follow the cooling-off period principles set out by the Hong Kong insurance regulator to protect customers.

### What you need to do

To cancel penalty-free, we need to receive a written notice from you requesting cancellation. Such notice must be signed by you and we must receive your notice within the cooling-off period.

### What we will do

If you cancel during the cooling-off period, we will refund the premiums paid by you, as well as any insurance levy paid by you without interest.

No refund can be made if a claim payment under the policy has been made prior to your request for cancellation.

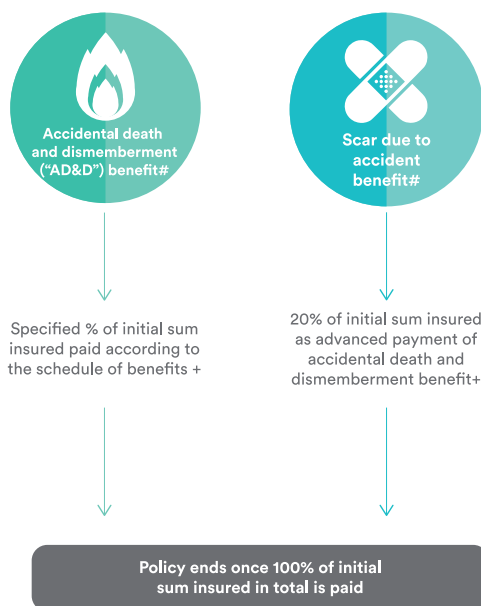


# 1. Quick summary of your benefits

This section describes the main benefits of your policy. It is a guide to your insurance cover. To understand the full details about what we pay and how we pay it, you should go to Section 2 (What you're covered for).



You can claim the following benefits while the policy is in place.



1% of the initial sum insured, policy ends once paid out

- # The total amount we pay under accidental death and dismemberment benefit and scar due to accident benefit cannot exceed 100% of the initial sum insured.
- + The amount is also subject to the sum insured limit, see Section 2 (What is sum insured limit).

This is a simplified diagram shown for explanation purposes only. For details, please refer to the below sections.



### When we won't pay

We won't pay any benefits if any of the followings happen:

- your policy has ended. See Section 4 (When your policy ends).
- an exclusion applies. See Section 3 (When we will not pay any benefit).
- we cancel your policy. See Section 7 (Keeping it legal).

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## Your regular premium insurance policy

You have purchased a regular premium insurance policy that provides insurance protection benefits if the insured suffers an accidental injury which causes dismemberment and death. We also pay compassionate death benefit.

After you pay your first premium, you need to pay your premiums on a regular basis (based on your chosen premium payment frequency) so that the insurance protection under your policy continues.

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## This is not a savings or investment product

Your MySafe Accident Protection Plan policy is not a savings or investment product. You won't receive any money from this policy other than the protection benefits. The protection benefits are described in more detail in Section 2 (What you're covered for).



## 2. What you're covered for

In this section, we explain what benefits you are covered for, and any specific exclusions or conditions that apply to those benefits. General exclusions may also apply – see Section 3 (When we will not pay any benefit).

### Summary of your policy benefits



You can claim the following benefits while the policy is in place.



See page 6

We will pay a specified percentage of the initial sum insured if the insured sustains an accidental injury resulting in death, the designated losses or third degree burns, according to the schedule of benefits.



See page 9

We will pay 20% of initial sum insured as advanced payment of accidental death and dismemberment benefit once only if the insured is diagnosed of having scar due to accident.



See page 10

We will pay the 1% of the initial sum insured if the insured dies.

# The total amount we pay under accidental death and dismemberment benefit and scar due to accident benefit cannot exceed 100% of the initial sum insured.

This table above is a summary of the key features of your policy only. For details, please refer to the below sections.



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## What is sum insured limit

When your policy starts, your limit is 100% of the initial sum insured. When a valid claim is paid for:

- accidental death and dismemberment benefit; and
- scar due to accident benefit;

because of accident, your sum insured limit is reduced by the amount we pay.

If a claim is payable at an amount that is higher than the sum insured limit, we will only pay the amount of the sum insured limit.

Your policy ends when the sum insured limit is zero.

## Benefits that do not count towards your sum insured limit

The payout of the following benefits will not reduce your sum insured limit:

- Compassionate death benefit.



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## Accidental death and dismemberment benefit

We will pay the accidental death and dismemberment benefit if the insured suffers an accident that causes a condition from the below table within 180 days from the date of accident. The policy must be in place when the accident happens.

The amount of the benefit is calculated based on the percentage of the initial sum insured shown in the schedule of benefits for that death or accidental injury. The amount of this benefit payable is subject to the sum insured limit.

You can claim the accidental death and dismemberment benefit until the sum insured limit becomes zero. See (What is sum insured limit) above.

## Multiple conditions can be claimed until 100% initial sum insured is paid

We will pay the accidental death and dismemberment benefit (in aggregate with scar due to accident benefit payments) up to a maximum of 100% of the initial sum insured, regardless of the number of accidental injuries sustained by the insured. The policy will end once 100% of the initial sum insured has been paid (when the sum insured limit becomes zero).





## Schedule of Benefits

Description of Losses	Percentage of Initial Sum Insured
<b>Accidental Death</b>	100%
<b>Permanent &amp; Incurable Paralysis of all Limbs</b>	100%
<b>Loss of or Permanent Total Loss of Use of Two Limbs</b>	100%
<b>Loss of or Permanent Total Loss of Use of One Limb</b>	100%
<b>Permanent Total Loss of Sight of Both Eyes</b>	100%
<b>Permanent Total Loss of Sight of One Eye</b>	100%
<b>Permanent Total Loss of Speech and Hearing</b>	100%
<b>Permanent Total Loss of Hearing of</b>	
– Both ears	75%
– One ear	25%
<b>Permanent Total Loss of Speech</b>	50%
<b>Permanent Total Loss of the Lens of One Eye</b>	50%
<b>Removal of Lower Jaw by Surgical Operation</b>	30%
<b>Loss of or Permanent Total Loss of Use of Thumb and Four Fingers of</b>	
– Right hand	70%
– Left hand **	50%
<b>Loss of or Permanent Total Loss of Use of Four Fingers of</b>	
– Right hand	40%
– Left hand **	30%
<b>Loss of or Permanent Total Loss of Use of Thumb</b>	
– Both phalanges – right hand / left hand **	30% / 20%
– One phalanx – right hand / left hand **	15% / 10%
<b>Loss of or Permanent Total Loss of Use of Finger of</b>	
– Three phalanges – right hand / left hand **	10% / 7.5%
– Two phalanges – right hand / left hand **	7.5% / 5%
– One phalanx – right hand / left hand **	5% / 2%
<b>Loss of or Permanent Total Loss of Use of All Toes on One Foot</b>	15%
<b>Loss of or Permanent Total Loss of Use of Great Toe</b>	
– Two phalanges	5%
– One phalanx	3%
– Loss of or permanent total loss of use of other toe	2%
<b>Fractured Leg or Patella with Established Non-union</b>	10%



<b>Shortening of Leg by at Least 5 cm</b>	7.5%
<b>Third Degree Burns - Head</b>	
– Equal to or greater than 2% but less than 4% of total body surface area	25%
– Equal to or greater than 4% but less than 6% of total body surface area	50%
– Equal to or greater than 6% but less than 8% of total body surface area	75%
– Equal to or greater than 8% of total body surface area	100%
<b>Third Degree Burns - Body</b>	
– Equal to or greater than 10% but less than 13% of total body surface area	25%
– Equal to or greater than 13% but less than 15% of total body surface area	50%
– Equal to or greater than 15% but less than 20% of total body surface area	75%
– Equal to or greater than 20% of total body surface area	100%

\*\* Left hand users can have the benefit (percentage of initial sum insured) of left and right hand reversed.

### What you need to do

You need to send us the documents required by us. See Section 3 (Making a claim).

### How much we will pay

The amount of the benefit is a specified percentage of the initial sum insured shown in the schedule of benefits. If a claim is payable at an amount that is higher than the sum insured limit, we will only pay the sum insured limit.

### When we won't pay

We won't pay the benefit in the circumstances described in Section 3 (When we will not pay any benefit).

We won't pay this benefit if the total amount paid for:

- accidental death and dismemberment benefit; and
- scar due to accident benefit;

has already reached 100% of the initial sum insured of this policy (when the sum insured limit becomes zero).

### What happens next

Your policy will end once we have paid you 100% of the initial sum insured (when the sum insured limit becomes zero) in total for the scar due to accident benefit and this accidental death and dismemberment benefit.



## Scar due to accident benefit

We will pay the scar due to accident benefit if the insured is diagnosed of having scar which falls under the definition as specified in section 9 (medical definitions for scar due to accident) and such scar is caused by an accident. The policy must be in place when the accident happens.

The amount of this benefit payable is 20% of initial sum insured as advanced payment of accidental death and dismemberment benefit, subject to the sum insured limit.

You can claim the scar due to accident benefit until the sum insured limit becomes zero. See (What is sum insured limit) above.

### What you need to do

You need to send us the documents required by us. See Section 3 (Making a claim).

### How much we will pay

The amount of the benefit is 20% of the initial sum insured. If a claim is payable at an amount that is higher than the sum insured limit, we will only pay the sum insured limit. This benefit will be payable only once under this policy.

### When we won't pay

We won't pay the benefit in the circumstances described in Section 3 (When we will not pay any benefit).

We won't pay this benefit if the total amount paid for:

- accidental death and dismemberment benefit; and
- scar due to accident benefit;

has already reached 100% of the initial sum insured of this policy (when the sum insured limit becomes zero).

### What happens next

Your policy will end once we have paid you 100% of the initial sum insured (when the sum insured limit becomes zero) in total for the accidental death and dismemberment benefit and this scar due to accident benefit.



## Compassionate death benefit

We will pay 1% of the initial sum insured to the beneficiary if the insured dies while this policy is in place.

### What you need to do

We need to receive the evidence of the date of the death of the insured, and any other information we require. See Section 3 (Making a claim).

### How much we will pay

The amount of the compassionate death benefit is 1% of the initial sum insured shown in your policy schedule or endorsement.

### What happens next

Your policy will end on the date the insured dies.

## Revision of benefits and limitations

We can revise, amend or modify the benefits payable, restrictions, limitation, and / or exclusions under this policy and any rider, including the premium, once we notify you in writing at least 30 days before the policy anniversary after which the revisions will take effect. If you refuse to accept the revisions including the adjusted premium, we can terminate this policy at our own discretion when you have not paid the adjusted premium for 30 days from when it was due.



## 3. Making a claim

Need to make a claim? Read this section to find out what you need to do.

### How to make a claim

Call our **Customer Service Hotline** at **+852 3123 3123** to make a claim.

Please tell us as soon as possible if you need to make a claim under your policy.

We must be advised within 90 days after the event leading to the claim.

If we are not advised in this time frame, we may refuse the claim.



**We have the right to refuse any claims made to us after 90 days from the event leading to your claim. Don't risk it!**

### When we will not pay any benefit

This policy has certain exclusions, which are situations where we won't pay a benefit under your policy. We list below the exclusions that apply to the benefits under your policy.

We may also apply specific exclusions to your policy when we offer to issue your policy. If any specific exclusions apply, we will record the details in a policy endorsement.

#### Suicide or self-inflicted act

Applies to:  

We will not pay any **accidental death and dismemberment benefit** and **scar due to accident benefit** if the claim arises from an attempted suicide or a self-inflicted act by the insured regardless of the insured's mental state.

#### Unlawful acts

Applies to:  

We will not pay any **accidental death and dismemberment benefit** and **scar due to accident benefit** under your policy if a claim arises because you, the insured, or the beneficiary participated in an unlawful act.

#### Catastrophic events

Applies to:  

We will not pay any **accidental death and dismemberment benefit** and **scar due to accident benefit** if the claim arises from catastrophic events of any nuclear radiation, contamination, radioactive gas, war, act of war (whether declared or not), rebellion, insurrection, or hostilities; except that the insured is a passive participant in a war.



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## Filling in your claim form

We will provide the forms that need to be filled-in to make a claim once you notify us that you need to make a claim.

As well as the claim forms, we must be given any other information and documents that we ask for. The information may include original receipts, proof that the treatment is medically necessary or proof of the country where the insured lives. We will not be able to process a claim until we receive this information and the filled-in claim form.

### If you cannot exercise proper judgment

If you are not able to exercise proper judgment regarding your policy or your claim, we may require additional documentation from the courts or appropriate authorities to make sure your interests are protected.

### Required proof

You must provide the following proof to support your claim:

- supporting evidence from a physician;
- confirmatory investigations including but not limited to clinical, radiological, histological and laboratory evidence; and
- evidence that any medical procedure performed is (or was) medically necessary.

We need the claim forms and other information we ask for within 180 days from the date we first provide the forms or ask for the other information. We will not accept any claim forms more than 180 days after the date we are told about the claim, and we will not accept any information more than 180 days after we ask for it.

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## Costs of preparing your claim

We are not responsible for any of the costs of filling in any form or getting any documents, such as death or other medical certificates.

We will be responsible for any medical examination that we ask the insured to have. If we need the insured to have a medical examination, we will choose the physician.

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## Paying your claim

All amounts paid to us, or by us, will be paid in the currency shown in your policy schedule. We will not pay any interest on any benefits under this policy.

If your policy currency is in United States dollars, and you ask us to pay you in Hong Kong dollars, we will convert that amount into Hong Kong dollars at a reasonable foreign-currency exchange rate that we choose. We are not responsible for any financial losses suffered due to the foreign-currency exchange rate.

We have no further obligations under your policy when the following situations occur:

- The total amount we pay for the accidental death and dismemberment benefit and/or scar due to accident benefit under this policy reaches 100% of initial sum insured; or
- We pay the compassionate death benefit.

Your policy will then end.



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## Unpaid premiums and insurance levy amounts are taken from benefit payments

If you have any unpaid premiums or any unpaid insurance levy, we will deduct this amount from your benefit payment when we pay it.

### Unpaid premiums where your premiums are paid more often than once a year

When we work out the benefits due under this policy, we assume you have paid the premiums for a whole year. This means we may need to take any unpaid premiums from any benefit payment if you are paying your premiums more often than once a year.



## 4. Starting, changing or ending your policy

This section explains when your policy starts and ends, and how to make changes to your policy. We also outline how to restart your policy.

### When your policy starts

Your policy starts on the commencement date. Our protection starts on the policy date. These may be different dates and are shown in your policy schedule.

When we refer to a policy anniversary, we mean a 12-month period counted from the commencement date. If we need to count a year or month under your policy, we start from the commencement date.

Your policy will not start if the insured is not alive on the policy date.

### When your policy ends

Your policy ends on the earliest of the following dates.

- From the premium due date, if you have not paid your premiums after the 30-day premium grace period.
- On the date the total amount we pay you for the accidental death and dismemberment benefit and scar due to accident benefit from this policy reaches 100% of the initial sum insured (when the sum insured limit becomes zero).
- On the date you surrender your policy.
- On the date of the insured's death.
- On the policy expiry date.
- On the date we accept your request to cancel your policy during the cooling-off period.
- On the date when the occupation or home country of insured is changed to an uninsurable one.
- On the date as stated under Section 2 (What you're covered for) – revisions of benefits and limitations if you refuse to accept the revisions including the adjusted premium.

### Surrendering (ending) your policy

You can ask us to surrender (end) your policy at any time after the cooling-off period. If you surrender your policy, your cover will end from the date we approve your request.

You will not receive any amount from your policy. You will not be able to restart your policy after you surrender it.

#### What you need to do

To surrender your policy you need to ask us in writing to surrender your policy.

#### What we will do

We will review your request and cancel your policy from the date we approve it.



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## Changing your policy

You can ask us to make changes to your policy, and if we agree to the changes, we will make the changes by providing an official written policy change (called an endorsement). We will not be bound by any change unless we have issued an endorsement.

If you hold this policy on an express trust, we will consider any change you make as being approved by the beneficiary of that trust. We will not contact that beneficiary to confirm their permission.



**Minor changes such as a change of address or payment frequency do not need an endorsement.**



**An express trust is where property is transferred by one person (the settlor) to another person (the trustee), who holds the property for the benefit of one or more other persons.**

## Increasing or reducing your initial sum insured

You can increase the initial sum insured before the first policy anniversary if no claim is incurred before the effective date of increase in initial sum insured, but you can only increase it once. If we agree to increase the initial sum insured, we will issue an endorsement.

### What you need to do

To increase your initial sum insured, you need to ask us in writing, and tell us what amount you would like, before the first policy anniversary.

### What we will do

We will review your request and decide if we will accept or decline it. We may request further information from you before making our decision.

We will assess your application according to the rules and procedures that apply at the time.

You can reduce the initial sum insured during the benefit term if no claim is incurred before the effective date of reduction in initial sum insured. If we agree to reduce the initial sum insured, we will issue an endorsement.

### What you need to do

To reduce your initial sum insured, you need to ask us in writing, and tell us what amount you would like.

### What we will do

We will review your request and decide if we will accept or decline it. We may request further information from you before making our decision.

We will assess your application according to the rules and procedures that apply at the time.

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## Restarting your policy

If your policy ends because your premium is overdue after the grace period, you can restart it within one year of your policy ending if we agree. If request is submitted after one year of your policy ending, it will be subject to the applicable rules and procedures at that time. You cannot restart your policy for any other reason.

If we agree to restart your policy, we will treat your policy as if it never ended, but you will not be covered between the date your policy lapses and the policy restart date.

### What you need to do

To restart your policy, you need to do the following.

- Fill in the Policy Service Request form to restart your policy. You need to request a 'reinstatement'.
- Pay us all outstanding premiums due (with interest at an interest rate we set) and any outstanding insurance levy.
- Confirm that the insured is still qualified for your policy, according to the rules and procedures that apply at the time.

### What we will do

We will review your application, and if we are satisfied that you have met our requirements, we will restart your policy. If we restart your policy, your cover will restart from the date we give you.



**You will not be covered for any event that took place before your policy restarts.**



**You can download any forms from our website [fwd.com.hk](http://fwd.com.hk) or by calling our **Customer Service Hotline** at **+852 3123 3123**.**



## 5. The main people under your policy

We refer to the policy owner, insured, and beneficiaries throughout this policy document. This section explains who they are, what rights they have, and how they are treated under your policy.

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### Policy owner (you)

You (the policy owner) own the policy, and your details are shown in the policy schedule or endorsement. You are the only person who may make changes to, or enforce any rights under your policy. If you make a change under your policy, we will not check whether you have permission from anyone else to make that change.

You will also receive all of the benefits under the policy, except for the accidental death and dismemberment benefit being paid because of the death of the insured caused by accidental injury and compassionate death benefit which are paid to the beneficiary. If you die, any benefits you are entitled to will be paid to your estate.

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### Changing the policy owner

You can change the policy owner at any time before the policy ends.

#### What you need to do

To change the policy owner, you need to tell us in writing and give us any other information we need.

#### What we will do

The change will take place from the date we have received all the information we need.

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### Insured

This is the person you chose for us to protect under this policy. We will pay the benefit according to Section 2 (What you're covered for) before the policy ends. You can also be the insured or you can choose someone else such as your husband or wife. The insured cannot receive any benefit under this policy, and cannot make changes to your policy, unless you are also the insured.



## Beneficiary

The beneficiary is any person you choose to receive some, or all, of the accidental death and dismemberment benefit because of the death of the insured caused by accidental injury and compassionate death benefit paid under your policy. You can choose any number of beneficiaries, and the shares of these 2 benefits that each beneficiary will receive. You or your estate will be the beneficiary if you do not choose a beneficiary.

A beneficiary will not receive any other benefit under your policy (unless it is you), and cannot make changes to your policy.



**If you are both the beneficiary and the policy owner, you can make changes to your policy as the policy owner.**

### Death benefits payment rules

We think it's important to be ready for anything, so we have rules for whom we pay the accidental death and dismemberment benefit due to the death of the insured caused by accidental injury or the compassionate death benefit to under different circumstances. These are shown below.

#### No living beneficiary

If you have not chosen a beneficiary, or if your beneficiary dies before the insured and is not replaced, we will pay the proceeds to you, or your estate if you die.

#### If a beneficiary dies before the insured

If a beneficiary dies before the insured, we will pay their share of the policy benefits to the other surviving beneficiaries in the percentage you chose (or equally if you did not choose this option).

#### If the insured and a beneficiary die

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 decide how to distribute the proceeds of this policy as if the older of the two people had died first.

## Changing a beneficiary

You can change a beneficiary at any time before your policy ends.

### What you need to do

To change the beneficiary, you need to tell us in writing and give us any other information we need.

### What we will do

The change will take place from the date we have received all the information we need.



## 6. Premiums

This section explains your premiums, how your policy renews, and what happens when you miss a payment.

### What you need to pay

Your policy provides insurance protection during the benefit term. Your benefit term ends on the policy anniversary that falls immediately preceding the insured's 75<sup>th</sup> birthday.

You need to pay your premiums during the benefit term. We work out the premium you will pay for the benefit term based on the criteria including but not limit to the claims experience, policy persistency, occupational class and country of residence.

Your premiums are not guaranteed. This means we can change your premiums during the benefit term, if we tell you in writing (see below 'Renewal').

### When you need to pay your premiums

When you apply for your policy, you will be told how much you need to pay for the first premium and when the premiums are due. You will also choose the frequency of your regular premium payments (for example every month, every six months or once a year).

You need to pay your regular premiums during the benefit term.

#### First premium

Your first premium is due on the commencement date.

#### Regular premiums

Your regular premiums are due at the frequency you choose. You need to keep paying your regular premium during the benefit term.

#### If you miss a regular premium

We give you a 30-day grace period after the due date to pay your premium. Your policy will continue if you pay your overdue regular premium within this 30-day grace period. If we do not receive this premium within this grace period, we will end your policy from the date the premium was due.

If your policy ends because your regular premium wasn't paid, you will still owe us the unpaid premiums and any outstanding insurance levy.

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## Renewal

We may renew your policy until the expiry date that is the policy anniversary falling immediately preceding the insured's 75<sup>th</sup> birthday.

### What we will do

If we change your premium during the benefit term, we will give you at least 30 days' written notice before the next policy anniversary.

### When we can change the premium

We can also change your premium and revise the benefits and limitations during the benefit term, by giving you 30 days' notice in writing before any policy anniversary. We will not change your premiums during the benefit term based on the age of the insured.

### What happens next

The new premiums will apply from the next policy anniversary.



## 7. Keeping it legal

In this section, we explain the important legal rights and obligations under your policy.

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### Your contract of insurance

Your policy is a contract of insurance between you and us, and is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China (Hong Kong).

Under this contract of insurance, we agree to provide the benefits and protection based on the terms and conditions set out in your policy, and you agree to keep to those terms and conditions.

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### We rely on your information

Your policy is based on the information you and the insured gave us during the application process. It is important that you and the insured were truthful and accurate with all of the information you provided, as this information helped us to decide if you and the insured were eligible for the policy, and how much premium you need to pay.

You should let us know immediately if the information you or the insured gave us was inaccurate, misleading, or exaggerated. If you or the insured did not provide accurate and truthful information, or you or the insured gave misleading or exaggerated information, your benefits under your policy may be affected, and in some cases we may cancel your policy.

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### Obligation to provide information

You acknowledge that we and/or our affiliates are obliged to comply with the following 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:

- identify accounts as "non-excluded financial accounts" ("NEFAs");
- identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
- 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;
- collect the information on NEFAs ("Required Information") which is required by various authorities; and
- furnish Required Information to the Inland Revenue Department.



You agree that from time to time we shall have the right to request from you, and disclose to relevant authority(ies), various information about you, the beneficiary and this policy as required under Applicable Requirements for the following purposes:

1. for us to issue this policy to you;
2. for us to provide benefits available to you 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, you agree to notify us in writing within 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 you do 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 you and/or the beneficiary to relevant authority(ies);
2. terminate this policy and refund any premium and any insurance levy paid, after deducting any benefits we have paid, and any amounts owed to us;
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 you 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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### If we were given the wrong age

If we discover that we were given the wrong age for the insured, we will first work out the benefit amounts that your premiums would have bought if we had been given the correct age when you applied.

We will then reflect this new benefit amount, and:

- you will need to pay us any premium amounts owed (with interest) and any outstanding insurance levy, if the premiums paid until the mistake was discovered are lower than what should have been paid at the insured's correct age; or
- we will refund any difference in premiums and insurance levy (without interest), if the premiums paid until the mistake was discovered are higher than what should have been paid at the insured's correct age.

If the insured was not eligible for insurance cover at their correct age, we will cancel your policy and treat it as having never existed. We will refund any premium paid and insurance levy without interest, after taking off any benefits we have paid and amounts owed to us.





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## Change of occupation or home country

The insured's occupation or home country where they live is important to us as we use this information to decide if you are eligible for the policy, the benefit level that you are eligible for, and how much premium you need to pay. The benefits under your policy may be affected, and in some cases we may cancel your policy if you don't advise us.

### What you need to do

You need to tell us immediately if the insured changes occupation or home country by calling our **Customer Service Hotline** at **+852 3123 3123**.

### What we will do

When you tell us about a new occupation or home country for the insured, we will:

- check if the new occupation or home country can be insured based on our current rules and procedures; and
- check if we need to reduce or increase the premium you need to pay.

If we cannot cover the insured's new occupation or home country, we may cancel this policy or refuse to pay the benefits that become payable after the change.

If we need to reduce or increase the premium, we will tell you in writing the new premium and when the premium is due.

If we consider the insured's new occupation or home country to be subject to a higher premium rate, based on our current rules and procedures, we may increase the premium and collect any premium shortfall with interest.

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## Contesting payments

We can contest (dispute) the validity of your policy in certain circumstances. If we do, we will cancel your policy and treat it as having never existed, and you will not be entitled to any policy benefits.

If you or the insured did not provide accurate and truthful information, or you or the insured gave misleading or exaggerated information, we can contest (dispute) any payment within the first two years of your policy starting, restarting, or increasing (for the increased amount).

If you or the insured act fraudulently, we can contest (dispute) any payment at any time.

### What we will do

If we contest your policy, we will review your policy and decide if we have any reason to cancel it and treat it as having never existed.

We will refund the premium and any insurance levy paid without interest, after deducting any amount owed. If a benefit has been paid, we will recover that benefit.



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### No rights for third parties under the policy

You and we are the only parties to your policy. 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.

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### Abandoned claim after 12 months

If we refuse to pay a claim, and no legal action is taken to contest our decision within 12 calendar months of us rejecting the claim, we will consider the claim to be abandoned. That claim cannot be made again.

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### Assignment of benefits

You cannot transfer (assign) the benefits under this policy to someone else as collateral for a loan.

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### Cancellation

We reserve the right to cancel this policy at anytime by giving 30 days notice in writing to you at your last known address.

Cancellation shall be without prejudice to any rights and obligations arising prior to the date of cancellation.



## 8. Important words and phrases

The list below explains the meanings of important words and phrases shown in your policy.

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### Accident

An event that is violent, external, unexpected and visible.

It does not include an illness, degenerative process or any other naturally occurring condition.

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### Accidental injury

It is any bodily harm caused to the insured's body solely and directly by an accident while this policy is in place.

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### Commencement date

The date the first premium is due and the date used for working out the insured's age at the start of your policy. This is shown in the policy schedule.

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### Endorsement

An extra document attached to your policy that outlines any adjustments that we make to your policy.

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### Expiry date

The policy anniversary that falls immediately preceding the insured's 75<sup>th</sup> birthday.

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### Initial sum insured

The amount shown in the policy schedule or endorsement as the "Sum Insured" when the policy is issued, or as amended subsequently at your request (to increase or decrease) in accordance with our then applicable rules and regulations, which is used to determine the accidental death and dismemberment benefit and scar due to accident benefit.

Any payment made under this policy will not affect the initial sum insured.

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### Insured

The person insured by this policy and shown on the policy schedule.

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### Loss of hearing

The entire and irrevocable loss of hearing.

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### Loss of sight

The entire and irrevocable loss of sight.

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### Loss of speech

The permanent loss of use of vocal cords, or damage to the speech centre in the brain resulting in aphasia, or the permanent inability to articulate any 3 of the 4 sounds that contribute to speech (the labial, alveolobial, palatal and velar sounds).

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### Loss of thumb or finger / loss of toe

The complete severance at or above metatarsophalangeal joints.

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### Loss of use

Total and permanent loss of functional use of a part of the body that has the same impact as severance of that part of the body.

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**Medically necessary**

A medical recommendation by a physician, surgeon or specialist as part of his or her diagnosis and/or treatment of a specific illness or accidental injury. The medical recommendation must meet each of the following criteria:

1. The insured's medical condition will be adversely affected if the medical recommendation is not followed;
2. The recommendation is widely accepted within the medical profession in Hong Kong or the country of treatment as being effective, appropriate and essential to diagnose, relieve or cure the insured's specific illness or accidental injury based on recognised western medical standards of the specialty involved;
3. The recommended medical management and/or treatment is not experimental in nature; and
4. The recommended diagnosis and/or treatment is not preventative, investigational or screening in nature, is not opted or selected by the insured alone, nor is it for the personal convenience or comfort of the insured or any medical service provider. This precludes:
  - general check-up unrelated to a specific illness or accidental injury;
  - preventative screening or checkups looking for the presence of specific illness or accidental injury where there are no symptoms or history of that specific illness or accidental injury;
  - vaccinations for the prevention of a specific illness or accidental injury;
  - convalescence, custodial or rest care unrelated to a specific illness or accidental injury;
  - cosmetic surgery for aesthetic purposes, including gender identity treatment or procedures of any kind (even if not for aesthetic purposes);
  - dental treatment, eye tests and/or optical treatment and surgery, unless this treatment is directly related to a specific illness or accidental injury covered by this policy.

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**Physician, surgeon or specialist**

A person who is licensed and registered under the Medical Registration Ordinance or registered in the specialist register of the Medical Council of Hong Kong to practise western medical and surgical services, or is otherwise legally authorised to practise such services in the region of his or her practice. A physician, surgeon or specialist cannot be any of the following people unless we agree in writing.

- You or the insured.
- You or the insured's insurance agent, family member, business partner, employer, or employee.

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**Policy anniversary**

The same day and month as the commencement date in each succeeding year after the commencement date while this policy is in place.

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**Policy date**

The date when the relevant benefits under your policy begin. This is shown in the policy schedule.

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**Policy owner**

You, the person who owns this policy. Your details are shown in the policy schedule or endorsement. We also use the term 'you', or 'your' in this policy document.

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<b>Policy restart date</b>	The date when your policy restarts if we approve your request to restart it.
<b>Policy schedule</b>	The document attached to your policy. The policy schedule shows important information about your policy, including the policy number, the premium due, the benefits of this policy, and other details.
<b>Policy year</b>	Each 12-month period from the commencement date.
<b>Premium payment term</b>	The number of years that you need to pay your premiums. It is same as the benefit term of this policy.
<b>Sum insured limit</b>	The initial sum insured less any benefits paid under accidental death and dismemberment benefit and scar due to accident benefit. The sum insured limit becomes zero once 100% of the initial sum insured is paid.
<b>Third degree burns</b>	Burns that damage every layer of the skin, as diagnosed by a physician or surgeon.
<b>We, us and our</b>	FWD Life Insurance Company (Bermuda) Limited (Incorporated in Bermuda with limited liability), the issuer of your policy.
<b>You, your</b>	The policy owner. Your details are shown in the policy schedule or endorsement.



## 9. Medical definitions for scar due to accident

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### Scar due to accident definition

- Keloid due to accidental injuries where located over 20% of the face and neck or hypertrophic scar due to accidental injuries over 25% of the face and neck of the insured; or
  - Keloid or hypertrophic scar due to accidental injuries over 25% of limbs of the insured; or
  - Contracture scar on any part of the body of the insured resulting in limitation of the joint movement.
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