Life Insured

**Policy Number** 

**Policy Year Date** 

**Harvest Saver** 

This is a non-participating life insurance policy.

The provisions and conditions on the following pages are part of this policy.

Patrick Graham
Chief Executive Officer

MANULIFE (INTERNATIONAL) LIMITED Incorporated in Bermuda with limited liability

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Endorsements (if applicable) Supplementary Benefit Provisions (if applicable) A Copy of the Application

LIFE INSURED XX XXX AGE XX POLICY NUMBER SEX XXXXXX XX-XXXXXXX-X POLICY YEAR DATE DD MMM YYYY **RATE** XXXXX

**ISSUE DATE** DD MMM YYYY MATURITY DATE DD MMM YYYY

IDENTIFICATION NO. XXX

> **POLICYOWNER** XX XXX

> > **BENEFICIARY** PRIMARY - XXXXXX, XX (XX%)

> > > Harvest Saver, 3 YEARS MATURITY, PAID UP IN 2 YEARS, NON-PARTICIPATING PLAN

**GUARANTEED MATURITY AMOUNT** \$xx,xxx

> THE HIGHER OF (1) 102% OF TOTAL PREMIUMS, DUE AND PAID FOR THE BASIC PLAN OR (2) 100% of CASH VALUE OF THE BASIC PLAN AS OF THE DATE OF DEATH OF THE LIFE **DEATH BENEFIT**

INSURED.

SCHEDULE OF **PREMIUMS**  TOTAL ANNUAL PREMIUM IS MADE UP AS FOLLOWS:

PAYABLE TO **PREMIUMS** 

**BASIC PLAN** DD MMM YYYY \$xx,xxx.xx

ALL DOLLAR AMOUNTS STATED ON THIS PAGE AND THROUGHOUT THIS **CURRENCY** 

POLICY ARE IN <United States dollars/ Hong Kong dollars/ RENMINBI>.

<[HKD]All amounts payable either to or by the Company will be payable in dollars lawful currency of Hong Kong. All amounts payable by the Company will be paid only

in Hong Kong.>

THIS POLICY IS ISSUED IN HONG KONG

PAGE 3

# Table of Cash Values As per 1,000 of Guaranteed Maturity Amount End of Pol. Year

# Cash Value

1	XXX.XX
2	XXX.XX
3	XXX.XX
4	XXX.XX
5	XXXX.XX

# 1. DEFINITIONS

Listed below are some terms that have specific meanings in your Policy. Please refer to these definitions as you read your Policy. Other terms may be defined in the body of your Policy.

"Age" or "age" means age nearest birthday. Any reference to a specified age in this Policy means the policy anniversary on which the Life Insured's age, nearest birthday, is the specified age.

**"Beneficiary"**, **"Beneficiaries"** means the person(s) designated by the Policyowner as described in the "Beneficiary" provision.

"Cash Value" means Tabular Cash Value payable by the Company when the Policy is surrendered and as described in the "Policy Surrender" provision.

"Company" means Manulife (International) Limited.

"Death Benefit Proceeds" means the death benefit payable if the Life Insured dies while this Policy is in effect as described under the "Death Benefit" provision of this Policy.

"Guaranteed Maturity Amount" means the amount named as such on Page 3 of this Policy.

"Hong Kong" means Hong Kong Special Administrative Region.

"Indebtedness" means indebtedness to the Company against the Policy and it includes but not limited to any premium in default and interest accrued to date.

"Issue Date" means the date this Policy is issued as shown on Page 3 of this Policy.

"Life Insured" means the "LIFE INSURED" as shown on Page 3 of this Policy.

"Maturity Date" means the "MATURITY DATE" as shown on Page 3 of this Policy.

"**Plan**" means the "Plan" labeled as such on Page 3 of this Policy or the latest endorsement (if any) and being shown as "Basic Plan" in the "Schedule of Premiums".

"Policy" means this policy document and endorsements (if any).

"Policyowner" means the person who owns this Policy whose name is shown on Page 3 of this Policy or the latest endorsement (if any).

**"Policy Year Date"** means the "POLICY YEAR DATE" as shown on Page 3 of the Policy or the latest endorsement (if any), which is the first day of the first policy year and the first policy month.

**"Surrender Value"** means Tabular Cash Value payable by the Company when the Policy is surrendered and as described in the "Policy Surrender" provision.

"Tabular Cash Value" means the Cash Value determined in accordance with the "Table of Cash Values" shown on Page 3.1 of this Policy or the latest endorsement (if any).

# 2. CONTRACT

This Policy, the application for this Policy, the medical evidence form and any written statements and answers furnished as evidence of insurability constitute the entire contract.

Only the Chief Executive Officer of the Company has power on behalf of the Company to change, modify or waive the provisions of this Policy, and then only in writing.

The Company will not be bound by any promise or representation made by or made to any agent or person other than as specified above.

# 3. APPLICABLE LAW

This Policy will be governed by and construed according to the laws of Hong Kong Special Administrative Region.

# 4. POLICY YEARS AND POLICY ANNIVERSARIES

Policy years, policy months and policy anniversaries will be determined from the Policy Year Date. The first policy anniversary will be the first day of the second policy year.

# 5. CURRENCY

These are described in "Currency" on Page 3 of this Policy or the latest endorsement (if any).

# 6. PAYMENT OF PREMIUMS

Premiums are payable during the Life Insured's lifetime in accordance with the "Schedule of Premiums" on Page 3 of this Policy or the latest endorsement (if any).

After payment of the initial/first premium, due date for all subsequent premiums will be the first date of the payment cycle corresponding to the payment mode selected by the Policyowner. Failure to pay a premium on or before its due date to the Company in accordance with the Company's then payment handling procedures will constitute default in payment of that premium. Premiums once paid on or before the due date or within the grace period are not refundable (whether in whole or in part).

A grace period of 31 days from its due date will be allowed for payment of a premium in default, during which time this Policy will continue in force. If a premium has neither been paid to the Company when the grace period expires, this Policy will cease to be in force.

Notwithstanding any other provision, premium in default will be deducted from any benefit payable under this Policy.

#### 7. DEATH BENEFIT

Subject to this Policy's provisions, the Death Benefit Proceeds under the Policy will be payable upon receipt by the Company of due proof of the Life Insured's death. Such proceeds will include the death benefit shown on Page 3 of this Policy or the latest endorsement (if any) less any Indebtedness.

# 8. MATURITY BENEFIT

Upon maturity of the Policy on the Maturity Date, a maturity benefit equal to the Guaranteed Maturity Amount less any Indebtedness will be payable if the Policy has not been surrendered for its Cash Value.

# 9. BENEFICIARY

**Beneficiary designation.** The Policyowner may designate beneficiaries by providing the names of such beneficiaries to the Company together with such other particulars assisting the identification process, and in such a format prescribed by the Company (in the application or in a form provided by the Company). Any such beneficiary designation must be signed by the Policyowner and filed with the Company upon policy application or while the Policy is in effect.

Beneficiary classifications. The Beneficiaries will be classified as primary, secondary or final Beneficiary as designated by the Policyowner. Such classification will determine the interest and priority of that Beneficiary with respect to the Death Benefit Proceeds. The Policyowner shall have the right to allocate the proportion of Death Benefit Proceeds for each Beneficiary. If no allocation is provided, Beneficiaries surviving at the time of the Life Insured's death and in the same beneficiary classification will share equally the Death Benefit Proceeds payable to the Beneficiaries in that classification. If allocation is provided in respect of the Beneficiaries of the same beneficiary classification, the said surviving Beneficiaries in the said beneficiary classification will then share the Death Benefit Proceeds payable to the Beneficiaries in that classification in accordance with the said allocation, and on a pro rata basis (in accordance with the ratio of the allocated proportion of each of the said surviving Beneficiaries) if any of the Beneficiaries predecease the others of the same beneficiary classification at the time of the Life Insured's death. If only one Beneficiary will be solely entitled to the Death Benefit Proceeds payable to the Beneficiaries in that classification.

**Payment to beneficiaries.** Death Benefit Proceeds under this Policy will be paid:

- (1) to any primary Beneficiaries surviving at the time of the Life Insured's death; or
- (2) if no primary Beneficiary survives the Life Insured, to any secondary Beneficiaries surviving at the time of the Life Insured's death; or
- (3) if no primary or secondary Beneficiary survives the Life Insured, to any final Beneficiaries surviving at the time of the Life Insured's death.

**Death of beneficiary or failure to designate a beneficiary.** If no Beneficiary under this Policy survives at the time of death of the Life Insured or if the Policyowner fails to designate a Beneficiary in accordance with this provision, all relevant benefits will be paid to the Policyowner or if he or she is dead, the Policyowner's estate.

**Change of beneficiary and trustee.** During the Life Insured's lifetime, the Policyowner, without the consent of any Beneficiary or trustee, can from time to time by a declaration in writing to the Company, and such format prescribed by the Company:

- (1) change any prior beneficiary designation.
- (2) appoint a trustee to receive the proceeds for any Beneficiary, and change or revoke any prior trustee appointment.

The Company assumes no responsibility for the validity of any designation or appointment.

**Receipt as good discharge.** A receipt for any Death Benefit Proceeds under this Policy, signed by the Beneficiary, Beneficiaries, trustee or trustees designated or appointed, or anyone lawfully entitled to the Death Benefit Proceeds, will be a good and valid discharge to the Company. Such a receipt will be final and conclusive evidence that such Death Benefit Proceeds have been duly paid to and received by those lawfully entitled to them and that all claims and demands against the Company with respect to them have been fully satisfied.

# 10. OWNERSHIP

During the Life Insured's lifetime, the Policyowner, without the consent of any Beneficiary or trustee, can from time to time exercise every right and privilege conferred by this Policy.

#### 11. ASSIGNMENT

Any assignment of this Policy should be made on the assignment form prescribed by the Company or such other form as the Company may in its sole and absolute discretion agree. The form should be filed with the Company as the Company may direct. The Company assumes no responsibility for the validity of any assignment.

### 12. SUICIDE

If the Life Insured commits suicide, whether sane or insane, within one year from the Issue Date, the Company's liability under the Policy will be limited to the premium paid to the Company less any amount paid by the Company under the Policy, and such amount will be paid to the Beneficiary.

If the Life Insured commits suicide, whether sane or insane, within one year after the date of any reinstatement, the Company's liability under the Policy will be limited to the liability had there been no reinstatement of this Policy, increased by the premium paid to the Company after reinstatement, excluding the repayment of default premium to the Company, and decreased by any amount paid by the Company, the amounts being those paid under this Policy to the Beneficiary.

#### 13. AGE

If the Life Insured's age was misstated in the application and the error has not previously been adjusted, the amount payable and every benefit accruing under this Policy will be such premiums that would have been paid on the basis of the correct age.

Where the Life Insured would not have satisfied the Company's insurability requirements on the basis of the correct age, we have the right to declare the Policy void as if the Policy had never been issued.

The Company has the right to require proof of the Life Insured's age to the Company's satisfaction at the time of processing any claim or payment of any benefit under this Policy.

# 14. SETTLEMENT ON DEATH, MATURITY OR SURRENDER

This Policy will be settled upon the Company's receipt of due proof of the Life Insured's death (and of their age unless previously admitted), upon the Policy's maturity on the Maturity Date, or upon the Policy's surrender for its Cash Value, whichever is earlier. Presentation of this Policy with a discharge and adherence to the Company's procedures on claims/maturity/surrender (whichever is applicable), which the Company will determine from time to time, will be required when such settlement is being made by the Company. Upon settlement, the Company's outstanding liability under this Policy will, subject to the options of settlement below, be limited to any unpaid benefit/Surrender Value that is payable and arising from the applicable settlement event above.

Death Benefit Proceeds under the Policy will be decreased, if the Life Insured dies during a grace period, by any unpaid balance of the premium then due and any other Indebtedness.

# 15. INCONTESTABILITY

The Policyowner's or the Life Insured's failure to disclose any fact or their misrepresentation of any fact within their knowledge that is material to the insurance (and it is not disclosed by the other party) will not, in the absence of fraud, render this Policy voidable by the Company after it has been in force during the Life Insured's lifetime for 2 years from its Issue Date or date of reinstatement, whichever is later. Such failure to disclose or misrepresentation could be in the application for this Policy, any medical evidence form, or any written statements and answers furnished as evidence of insurability. This provision will not apply to a misstatement of age.

# 16. OPTIONAL METHODS OF SETTLEMENT

Instead of a lump sum payment, any benefit payable upon the death of the Life Insured, maturity or surrender of the Policy may be paid in an alternate form subject to the approval of the Company. Please contact the Company to find out the terms and conditions of such annuity or deposit payment methods.

# 17. POLICY LOAN

Policy loan is not available for this Policy.

# 18. AUTOMATIC PREMIUM LOAN

Automatic premium loan is not available for this Policy.

# 19. LOAN CONDITIONS

Loan conditions are not applicable to this Policy.

# **20. SURPLUS DISTRIBUTION**

This Policy will not participate in any surplus distribution of the Company.

# 21. POLICY SURRENDER

The Policyowner may surrender this Policy for a Surrender Value.

All requests for surrender of the Policy must be made in such format as prescribed by the Company. Payment of the Surrender Value will be made as soon as possible and in any event no later than 6 months from date of the request.

The Policy will be terminated automatically upon surrender of the Policy. For the avoidance of doubt, this Policy cannot be surrendered at and after the death of the Life Insured, whether or not it has any Surrender Value.

If no premium is in default, the Surrender Value of this Policy will be its Tabular Cash Value.

If a premium is in default, the Surrender Value of this Policy will be the same as Tabular Cash Value on the due date just before the premium is in default.

The Tabular Cash Value is determined based on the assumptions that this Policy has been in force and all premiums due have been paid to the end of the number of policy years stated. Any value at the end of a policy year not shown in the "Table of Cash Values" on Page 3 of this Policy will be furnished by the Company upon request.

Tabular Cash Value at any time during a policy year will be determined by the Company at its sole discretion with due allowance for the time elapsed in that year and the date to which premiums that have become due have been paid.

Any Indebtedness will be deducted from the proceeds of the Surrender Value of the Policy.

# 22. REINSTATEMENT

If the Policyowner has not surrendered the Policy, the Policyowner can apply for the reinstatement of this Policy within 6 months after default in the payment of premiums or after the termination of all the Company's liability due to the Indebtedness equaling or exceeding the Surrender Value. The Company will reinstate this Policy upon receipt of:

(a) evidence of insurability satisfactory to the Company, and

(b) payment of all overdue premiums with interest compounded annually from their respective due dates at the rate per annum determined by the Company from time to time, and

(c) payment of any Indebtedness with interest compounded annually at the rate per annum determined by the Company from time to time.

# 23. TERMINATION

This Policy will be terminated at the earliest of the following:

(1) Premium is still in default at(2) Death of the Life Insured; or(3) The date the Company approximation Premium is still in default at the expiration of the grace period; or

The date the Company approves the Policyowner's written request to surrender or terminate the Policy; or

(4) The Maturity Date

Termination of this Policy shall be without prejudice to any claim arising prior to such termination.

# 24. NOTICE AND PROOF OF CLAIMS

Proof of the Life Insured's death acceptable to the Company and notice of claims must be submitted within a reasonable period from the time of death and approved by the Company before the Company will pay the Death Benefit Proceeds.

# 25. THIRD PARTY RIGHTS

If this Policy is issued in the Hong Kong, any person or entity which is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.