

# 國泰人壽 OIU 指享盈指數連結型美元萬能終身壽險

## Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance

(給付項目：祝壽保險金、身故保險金、完全失能保險金)

(Benefit items: Survival Benefit, Death Benefit, Total and Permanent Disability Benefit)

(本保險為不分紅保險單，不參加紅利分配，並無紅利給付項目)

(This insurance policy is a non-participating policy, in which neither dividend participation nor payment of dividend benefit is granted)

(申訴電話：市話免費撥打 0800-036-599、付費撥打 02-4128-010；海外諮詢專線(須付費)：國外當地國際冠碼+886-2-55595110按1；傳真：0800-211-568；電子信箱(E-mail)：service@cathaylife.com.tw)

(Complaint Hotlines: Toll-free number: 0800-036-599, Paid call: 02-4128-010 (Taiwan local); International calls:+886-2-55595110 #1 (charges apply) ; Fax: 0800-211-568; E-mail: service@cathaylife.com.tw)

若英文版內容與中文版內容有不一致或意思不明確之情事者，以中文版內容為準。

*Should there be any inconsistency, ambiguity or discrepancy between the English version and the Chinese version, the Chinese version shall prevail.*

以下英譯內容僅供參考，欲瞭解完整條款定義及保障範圍，請參中文版保單條款內容。

*The English content below is for reference only. Please refer to the policy contract (the Chinese content) for the definitions of complete terms and conditions of coverage.*

114.07.01 國壽字第 1140070064 號函申報

Filed for reference with Letter 1140070064

From Cathay Life Insurance on R.O.C.114.07.01

### 第一條 保險契約的構成

本保險單條款、附著之要保書、批註及其他約定書，均為本保險契約（以下簡稱本契約）的構成部分。本契約之條款，本公司得於保險單外另行提供（方式包括但不限於紙本、電子檔或E-mail）予要保人。本契約的解釋，應探求契約當事人的真意，不得拘泥於所用的文字；如有疑義時，以作有利於被保險人的解釋為原則。

### Article 1 【Constitution of the Insurance Contract】

The policy provisions, the attached insurance proposal, endorsements, and other agreements constitute this insurance contract (hereinafter "this Contract").

Cathay Life Insurance (hereinafter "the Company") may provide provisions besides this insurance policy (by means including but not limited to hard copy, soft copy, or e-mail) to the proposer.

Interpretation of this Contract shall seek the true intent of the parties and may not adhere blindly to the language employed. Where there is doubt, interpretations should in principle be favorable to the insured.

### 第二條 名詞定義

本契約所用名詞定義如下：

- 一、基本保額：係指本契約所載明之投保金額。要保人在本契約有效期間內，得申請增加或減少基本保額，且需符合第三十五條約定。如該基本保額有所變更時，以變更後之基本保額為準。
- 二、淨危險保額：係指當年度保險金額扣除保險金扣除額後，再扣除當日保單價值準備金之餘額，但不得為負值。
- 三、保險金扣除額：係指要保人曾經部分提領保單價值準備金之總金額，本公司於計算淨危險保額時，須自當年度保險金額扣除該金額。
- 四、保險金額：係指本公司於被保險人身故或完全失能所給付之金額。該金額以淨危險保額與保單價值準備金兩者之總和給付，其中，淨危險保額及保單價值準備金係按身故時的保單價值準備金計算。
- 五、當年度保險金額：
  - (一) 前五保單年度內：係指要保人繳付之躉繳保險費乘以一點一倍所得之數額，並無條件進位至千美元。
  - (二) 第六保單年度起：係指基本保額。
- 六、保險費：係指投保時要保人將本契約計價貨幣存匯入本公司指定之外匯存款帳戶之躉繳保險費(相關匯款費用應由要保人另外支付予匯款銀行，要保人須將前述保險費全額匯至本公司指定之外匯存

- 款帳戶)，且繳交金額應符合投保當時本公司所規定之上下限（如附件一）。
- 七、保費費用：係指因本契約簽訂及運作所產生並自保險費中扣除之相關費用。保費費用之金額為要保人繳付之保險費乘以附表一相關費用一覽表中「保費費用」所列之百分率所得之數額。
- 八、保險成本：係指提供被保險人本契約身故、完全失能保障所需之成本（標準體之費率表如附表二）。由本公司每月根據訂立本契約時被保險人的性別、體況、扣款當時之保險年齡及淨危險保額計算，並依第九條約定時點扣除。
- 九、淨保險費：係指要保人繳交之保險費扣除首次連結起始日前應扣繳之保費費用和保險成本後的餘額。
- 十、淨保險費本息：係指自本公司實際收受保險費之日起，將淨保險費加計每日按投保始期當月之固定收益公告利率以單利法計算至首次連結起始日前一日利息之總額。
- 十一、解約費用：係指本公司依本契約第二十條約定於要保人終止契約時，自給付金額中所收取之費用。其金額按附表一所載之方式計算。本公司得調整解約費用，並應於三個月前依通知方式通知要保人；但對要保人有利之費用調降，本公司得不予通知。
- 十二、匯款相關費用：係指包括匯款銀行所收取之匯出費用（含匯款手續費、郵電費）、收款銀行所收取之收款手續費及中間行所收取之轉匯費用，本項費用以匯款銀行、收款銀行與中間行於匯款當時約定之數額為準。
- 十三、固定收益帳戶：係指本契約提供要保人選擇以固定收益公告利率累積保單價值準備金方式之帳戶。
- 十四、指數連結帳戶：係指本契約提供要保人選擇以指數連結收益率累積保單價值準備金方式之帳戶。
- 十五、固定收益保單價值準備金：係指固定收益帳戶中對應之保單價值準備金，並依第十七條約定方式計算之。
- 十六、指數連結保單價值準備金：係指指數連結帳戶中對應之保單價值準備金，並依第十七條約定方式計算之。
- 十七、保單價值準備金：係指固定收益保單價值準備金與指數連結保單價值準備金加總之值。
- 十八、公告日：係指本公司每曆月第一個營業日，該日公告本契約固定收益公告利率與指數連結收益率相關條件，並將公告於本公司網站（<https://www.cathaylife.com.tw/cathaylife/>）。
- 十九、固定收益公告利率：係指本公司於公告日公告，適用於本契約計算固定收益保單價值準備金的利率。該利率係參考市場利率及本公司運用此類商品所累積資產的實際狀況而訂定，且不得為負數。如當月未公告者，以前一月之固定收益公告利率為當月之固定收益公告利率。同一連結年度內均適用該保單年度首月公告之固定收益公告利率（例如契約生效日為2026年1月1日，第一連結年度為2026年2月16日至2027年2月15日，而年度內則均適用2026年1月公告之固定收益公告利率）。
- 二十、指數連結收益率：係指本公司於本契約連結結算日用以計算該連結年度回饋分享金之收益率，該收益率計算方式詳附件三，且不得為負數。本公司將於公告日公告，適用於本契約計算該收益率之相關條件（包括指數參與率與收益率上限）。如當月未公告者，以前一月之指數連結收益率相關條件為當月之指數連結收益率相關條件。同一連結年度內均適用該保單年度首月公告之指數連結收益率相關條件（例如契約生效日為2026年1月1日，第一連結年度為2026年2月16日至2027年2月15日，而年度內則均適用2026年1月公告之指數連結收益率相關條件）。
- 二十一、回饋分享金：係指本公司於本契約有效期間內之每一連結結算日，自該日(含當日)往前起算，共計十二個保單週月日的指數連結保單價值準備金平均值，乘以該連結年度計算的指數連結收益率後所得之金額。
- 二十二、實際收受保險費之日：係指本公司實際收到保險費及要保人匯款單據之日。若要保人以自動轉帳繳交保險費者，則為扣款成功且款項匯入本公司帳戶，並經本公司確認收款明細之日；本公司應於款項匯入本公司帳戶二個營業日內確認收款明細。
- 二十三、首次連結起始日：係指投保始期的次一曆月16日（例如契約生效日為2026年1月1日，首次連結起始日則為2026年2月16日），本公司於該日依要保人投保時指定之配置比例，將淨保險費本息配置於固定收益帳戶與指數連結帳戶。
- 二十四、連結指數：係指本契約提供要保人選擇以計算回饋分享金之指數，其內容如附件二。
- 二十五、指數編製機構：係指負責編製、計算並發布特定指數的機構，該機構擁有授權使用該指數的權利。
- 二十六、連結週年日：係指本契約首次連結起始日以後每年與首次連結起始日相當之日。自本契約首次連結起始日起算屆滿一年之翌日為第一連結週年日，屆滿二年之翌日為第二連結週年日（例如首次連結起始日為2026年2月16日，則第一連結週年日為2027年2月16日，第二連結週年日為

- 2028年2月16日)，以此類推。
- 二十七、連結年度：係指於本契約有效期間內，自首次連結起始日起所經過的年度（例如首次連結起始日為2026年2月16日，則第一連結年度為2026年2月16日至2027年2月15日）。
- 二十八、連結指數評價日：係指連結指數報價市場報價或證券交易所營業之日期，且為我國境內銀行及本公司之營業日。
- 二十九、連結結算日：係指各連結週年日之前一日，本公司於該日計算各連結年度之回饋分享金。
- 三十、保單週年日：係指本契約生效日以後每年與契約生效日相當之日，若當月無相當日者，指該月之末日。自本契約生效日起算屆滿一年之翌日為第一保單週年日，屆滿二年之翌日為第二保單週年日（例如契約生效日為2026年1月1日，則第一保單週年日為2027年1月1日，第二保單週年日為2028年1月1日），以此類推。
- 三十一、保單週月日：係指本契約生效日以後每月與契約生效日相當之日，若當月無相當日者，指該月之末日。
- 三十二、保險年齡：係指按投保時被保險人以足歲計算之年齡，但未滿一歲的零數超過六個月者加算一歲，以後每經過一個保單年度加算一歲。
- 三十三、通訊資訊：係指要保人與被保險人於本契約有效期間內，提供予本公司聯繫之最後資訊，包括但不限於聯繫地址、住家電話、行動電話、E-mail等。
- 三十四、通知方式：係指本契約有效期間內，本公司依約定應通知要保人、被保險人或受益人時所採行之方式，包括但不限於依通訊資訊寄送、電聯或交付等通知方式；本公司之各項通知，得以前述通知方式中之任一項為之。

## Article 2 【Definitions】

For the purposes of this Contract, the following terms shall be defined as follows:

- (1) “Basic Insured Amount”: refers to the insured amount stipulated in this Contract. The proposer may submit an application in accordance with Article 35, for increasing or decreasing Basic Insured Amount during the term of this Contract. In the event of a change to Basic Insured Amount, Basic Insured Amount after the change shall prevail.
- (2) “Net Amount At Risk”: refers to the Annual Insured Amount of the current year minus the amount of Deduction Of Sum Assured and the outstanding Policy Value Reserve of the current day. Net Amount At Risk shall not be negative.
- (3) “Deduction Of Sum Assured”: refers to the total amount of Policy Value Reserve partially withdrawn by the proposer. When calculating the Net Amount At Risk, the Company shall deduct this amount from the Annual Insured Amount for the current year.
- (4) “Sum Assured”: refers to the total amount of Policy Value Reserve and Net Amount At Risk to be paid by the Company upon the insured’s death or total and permanent disability. This amount consists of the sum of Net Amount At Risk and Policy Value Reserve, both of which are calculated based on the Policy Value Reserve as of the time of death.
- (5) “Annual Insured Amount”:
  - (1) During the first five policy years: refers to the single Premium paid by the proposer multiplied by 1.1, rounded up unconditionally to the nearest thousand US dollars.
  - (2) From the sixth policy year onward: refers to the Basic Insured Amount.
- (6) “Premium”: refers to the premium, payable on a lump sum basis, deposited/remitted by the proposer in the Assigned Currency at the time of procurement of the insurance into the foreign currency deposit account designated by the Company (the proposer shall pay a separate amount of Relevant Remittance Charges to the remitting bank and remit the full amount of Premium into the foreign currency deposit account designated by the Company). The payment of Premium shall be subject to the minimum and the maximum amounts prescribed by the Company at the time of the procurement of the insurance, as set forth in Annex I.
- (7) “Policy Fee”: refers to the fees and charges arising from the execution and operation of this Contract and to be deducted from Premium. Policy Fee shall be in the amount of Premium paid by the proposer multiplied by the applicable rate listed in the Table of Fees and Charges of Appendix I.
- (8) “Cost Of Insurance”: refers to the cost required for providing the insured with the Death Benefit or Total and Permanent Disability Benefit coverage under this Contract (Please refer to Appendix II for Table of Cost Of Insurance). The amount of Cost Of Insurance will be determined by the Company per month based on the sex, Attained Age and physical condition of the insured at the time of execution of this Contract, as well as Net Amount At Risk. It shall be deducted at the time stated in Article 9.
- (9) “Net Amount Of Premium”: refers to the remaining net amount of the Premium paid by the proposer, after deducting the Policy Fee and the Cost Of Insurance payable prior to the First Linked Initial Date.

- (10) "Net Amount Of Premium And Interest": refers to the total amount of the Net Amount Of Premium and the simple interest accrued daily—calculated using the Fixed Declared Interest Rate applicable in the month the insurance was procured—from the Premium Received Date.
- (11) "Surrender Charge": refers to the charge collected by the Company pursuant to Article 20 from the payment amount upon policy surrender by the proposer. Surrender Charge shall be calculated as stated in Appendix I. The Company may adjust the Surrender Charge and shall give the proposer a 3-month prior notice; provided that no notice is required if the change is favorable to the proposer.
- (12) "Relevant Remittance Charges": refers to the charges including the remittance fees (such as handling fees and cable charges) imposed by the remitting bank, the handling fees charged by the receiving bank, and the transfer fees charged by intermediary banks. The applicable amounts for these fees shall be based on the rates agreed upon by the remitting bank, receiving bank, and intermediary banks at the time of the remittance.
- (13) "Fixed Income Account": refers to an account under this Contract that provides the proposer with the option to accumulate the Policy Value Reserve based on Fixed Declared Interest Rate.
- (14) "Index-Linked Account": refers to an account under this Contract that provides the proposer with the option to accumulate the Policy Value Reserve based on Index-Linked Rate of Return.
- (15) "Fixed-Income Policy Value Reserve": refers to the Policy Value Reserve corresponding to the Fixed Income Account, calculated in accordance with the provisions of Article 17.
- (16) "Index-Linked Policy Value Reserve": refers to the Policy Value Reserve corresponding to the Index-Linked Account, calculated in accordance with the provisions of Article 17.
- (17) "Policy Value Reserve": refers to the sum of the Fixed-Income Policy Value Reserve and the Index-Linked Policy Value Reserve.
- (18) "Declared Date": refers to the first business day of each calendar month on which the Company announces the Fixed Declared Interest Rate and the relevant terms and conditions of the Index-Linked Rate of Return under this Contract. The announcement will be published on the Company's website (<https://www.cathaylife.com.tw/cathaylife/>).
- (19) "Fixed Declared Interest Rate": refers to the interest rate announced by the Company on the Declared Date, which is applied to the calculation of the Fixed-Income Policy Value Reserve under this Contract. This rate is determined with reference to market interest rates and the actual performance of assets accumulated by the Company through the operation of products similar to this Contract, and shall not be negative. If no announcement is made in a given month, the Fixed Declared Interest Rate announced in the preceding month shall apply for that month. Within the same Linked Year, the Fixed Declared Interest Rate announced in the first month of the relevant policy year shall apply throughout the entire Linked Year. (For example, if this Contract becomes effective on January 1, 2026, the first Linked Year shall be from February 16, 2026 to February 15, 2027, and the Fixed Declared Interest Rate announced in January 2026 shall apply throughout that Linked Year.)
- (20) "Index-Linked Rate of Return": refers to the rate of return used by the Company on the Linked Settlement Date under this Contract to calculate the Reward Sharing for the applicable Linked Year. The calculation method of this return rate is detailed in Annex III, and the return rate shall not be negative. The Company shall announce, on the Declared Date, the relevant conditions applicable to the calculation of such return rate under this Contract, including the index participation rate and the return cap. If no announcement is made in a given month, the relevant conditions for the Index-Linked Rate of Return announced in the preceding month shall apply for that month. Within the same Linked Year, the relevant conditions for the Index-Linked Rate of Return announced in the first month of the applicable policy year shall apply throughout that Linked Year. (For example, if this Contract becomes effective on January 1, 2026, the first Linked Year shall be from February 16, 2026 to February 15, 2027, and the relevant conditions of Index-Linked Rate of Return announced in January 2026 shall apply throughout that Linked Year.)
- (21) "Reward Sharing": refers to the amount calculated by the Company on each Linked Settlement Date during the term of this Contract, by multiplying the average value of the Index-Linked Policy Value Reserve on each of the twelve Monthiversaries preceding (and including) the Linked Settlement Date by the Index-Linked Rate of Return determined for that Linked Year.
- (22) "Premium Received Date": refers to the date on which the Company actually receives Premium and the proposer's remittance receipt. If the proposer pays Premium by means of auto-transfer, Premium Received Date refers to the date on which the transfer is made, the payment is remitted into the Company's account, and the payment statement is confirmed by the Company, whereas the Company shall confirm the payment statement within 2 business days of remittance of the payment into the Company's account.
- (23) "First Linked Initial Date": refers to the 16th day of the calendar month following the effective date of this Contract (for example, if this Contract becomes effective on January 1, 2026, the First Linked Initial Date shall be February 16, 2026). On this date, the Company shall allocate the Net Amount Of Premium

And Interest to the Fixed Income Account and the Index-Linked Account according to the allocation proportion specified by the proposer at the time of procurement.

- (24)“Linked-Index”: refers to the index provided under this Contract for the proposer to select, which is used for calculating the Reward Sharing. The details of the index are set forth in Annex II.
- (25)“Index Compilation Institution”: refers to the entity responsible for compiling, calculating, and publishing a specific index, and which holds the rights to authorize the use of such index.
- (26)“Linked Anniversary”: refers to the date in each calendar year that corresponds to the First Linked Initial Date under this Contract. The day following the completion of one year from the First Linked Initial Date shall be the First Linked Anniversary, and the day following the completion of two years shall be the Second Linked Anniversary, and so on. (For example, if the First Linked Initial Date is February 16, 2026, the First Linked Anniversary shall be February 16, 2027, and the Second Linked Anniversary shall be February 16, 2028.)
- (27)“Linked Year”: refers to each one-year period during the term of this Contract, commencing from the First Linked Initial Date. (For example, if the First Linked Initial Date is February 16, 2026, the first Linked Year shall be from February 16, 2026 to February 15, 2027.)
- (28)“Linked-Index Valuation Date”: refers to a date on which the Linked-Index is quoted by the market or the Stock Exchange is open for trading, and which is also a business day for banks in Taiwan and the Company.
- (29)“Linked Settlement Date”: refers to the day immediately preceding each Linked Anniversary, on which the Company calculates the Reward Sharing for the respective Linked Year.
- (30)“Policy Anniversary”: refers to the same date of each subsequent year as and from the effective date of this Contract. If there is no corresponding date in the month, the Policy Anniversary shall be the last day of that month. From the effective date of this Contract, the date immediately following the day of expiration of one year shall be the first Policy Anniversary, and the date immediately following the day of expiration of two years shall be the second Policy Anniversary. (E.g., if the effective date of this Contract is January 1, 2026, January 1, 2027 is the first Policy Anniversary, and January 1, 2028 is the second Policy Anniversary, and so forth.)
- (31)“Monthiversary”: refers to the same date of each subsequent month as and from the effective date of this Contract. If there is no corresponding date in the month, the Monthiversary shall be the last day of that month.
- (32)“Attained Age”: refers to the age of full years of the insured at the time of procurement of the insurance, with an odd period more than 6 months but less than a full year deemed one year, plus one more year of age for each elapsed policy year thereafter.
- (33)“Correspondence Information”: refers to the latest correspondence information provided by the proposer to the Company, including but not limited to the correspondence address, residential telephone number, mobile phone number, and e-mail address, while the policy is in force.
- (34)“Notification Methods”: refers to the methods by which the Company delivers its notices required under this Contract to the proposer, the insured or the beneficiary, including but not limited to notification by means of communication through contact information, telephone calls, or physical delivery. The Company may deliver its notice by any of the methods above.

### **第三條 保險責任的開始及交付保險費**

本公司應自同意承保並收取保險費後負保險責任，並應發給保險單作為承保的憑證。

本公司如於同意承保前，預收相當於保險費之金額時，其應負之保險責任，以同意承保時溯自預收相當於保險費之金額時開始。

前項情形，在本公司為同意承保與否之意思表示前發生應予給付之保險事故時，本公司仍負保險責任。

### **Article 3 【Commencement of Insurer Liability and Payment of Premium】**

The Company shall bear its insurance liabilities after it commits to the insurance and receives the payment of Premium, and shall issue a policy as evidence of its commitment to the insurance.

Where the Company has received advance payment of an amount equal to the Premium before it commits to the insurance, the commencement of its insurance liabilities due to its commitment to the insurance shall date back to the time when it receives such amount equal to the Premium.

In the circumstance stated in the preceding paragraph, if any accident insured takes place before the Company has made its declaration of intent as to its commitment to the insurance, the Company will remain liable for the accident.

### **第四條 冷靜期**

要保人於本公司寄送或交付保險單之日起算十四日內，得以書面或其他約定方式向本公司撤銷本契約。

要保人依前項約定撤銷本契約者，撤銷的效力應自要保人書面或其他約定方式之意思表示到達翌日零時起生效，本契約自始無效，本公司應無息退還要保人所繳保險費；本契約撤銷生效後所發生的保險事故，本公司不負保險責任。但契約撤銷生效前，若發生保險事故者，視為未撤銷，本公司仍應依本契約約定負保險責任。

#### Article 4 【Cooling-off Period】

The proposer may cancel this Contract within fourteen days from the date of mail or delivery by the Company of the insurance policy by a notice in writing or in other agreed form to the Company.

Where the proposer cancels this Contract according to the preceding paragraph, such cancellation shall take effect from 0:00 AM of the day immediately following the day of receipt of the proposer's declaration of intent in writing or in other agreed form, and this Contract shall be void *ab initio*. The Company shall refund the paid premiums to the proposer without interest. The Company shall not be liable for any accident insured that occur after the cancellation of this Contract becomes effective. However, if an accident insured occurs before the cancellation becomes effective, it shall be deemed as if this Contract has not been canceled, and the Company shall remain liable for the accident in accordance with the terms of this Contract.

#### 第五條 保險範圍

被保險人於本契約有效期間內身故或致成完全失能者，或於保險年齡到達一百零五歲之保單週年日所屬連結年度屆滿之翌日仍生存時，本公司依本契約約定給付各項保險金。

#### Article 5 【Coverage】

If, during the term of this Contract, the insured deceases or becomes total and permanent disable or is still alive on the day following the expiration of the Linked Year where the Policy Anniversary of his/her/its Attained Age reaches 105, the Company shall pay applicable benefits in accordance with the provisions of this Contract.

#### 第六條 寬限期間及契約效力的停止

本契約自契約生效日起，若本契約項下之保單價值準備金扣除保險單借款本息後之餘額不足以支付當月保險成本時，本公司按日數比例扣除至保單價值準備金為零，本公司應於前述保單價值準備金為零之當日，依通知方式通知要保人繳交與投保時相同之躉繳保險費，自通知發出翌日起三十日內為寬限期間。逾寬限期間仍未交付者，本契約自寬限期間終了翌日起停止效力。如在寬限期間內發生保險事故時，本公司應負保險責任，要保人並應按日數比例支付寬限期間內之保險成本。停效期間內發生保險事故時，本公司不負保險責任。

#### Article 6 【Grace Period and Suspension of Contract】

If, from the effective date of this Contract, the Policy Value Reserve under this Contract deducting the principal and interest of the policy loan is not sufficient to pay the Cost Of Insurance of the month, the Company will perform the deduction based on the number of remaining days proportionally until the balance of the Policy Value Reserve comes to zero. On the day when the balance of the Policy Value Reserve comes to zero, the Company will give the proposer a notice according to the Notification Methods for payment of the Premium on a lump sum basis in the amount same as that at procurement of the insurance. The period of 30 days from the date immediately following the day of giving the notice is deemed Grace Period.

Where the Premium is not paid within the Grace Period, this Contract will be suspended from the date immediately following the day of expiration of the Grace Period. If an accident insured takes place within the Grace Period, the Company shall be liable and the proposer shall pay the Cost Of Insurance payable in the Grace Period based on the number of remaining days proportionally. However, the Company shall not be liable for any accident insured that takes place during the period while this Contract is suspended.

#### 第七條 本契約效力的恢復

本契約停止效力後，要保人得在停效日起二年內，申請復效。但保險期間屆滿後不得申請復效。

要保人於停止效力之日起六個月內提出前項復效申請，經要保人清償寬限期間欠繳之保險成本，並另外繳交與投保時相同之躉繳保險費後，自翌日上午零時起，開始恢復其效力。

要保人於停止效力之日起六個月後提出第一項之復效申請者，本公司得於要保人之復效申請送達本公司之日起五日內要求要保人提供被保險人之可保證明。要保人如未於十日內交齊本公司要求提供之可保證明者，本公司得拒絕該次復效之申請。

被保險人之危險程度有重大變更已達拒絕承保程度者，本公司得拒絕其復效。

本公司未於第三項約定期限內要求要保人提供可保證明，或於收齊可保證明後十五日內不為拒絕者，視

為同意復效，並經要保人清償及繳交第二項約定之各項金額後，自翌日上午零時起，開始恢復其效力。要保人依第三項提出申請復效者，除有同項後段或第四項之情形外，於交齊可保證明，並清償及繳交第二項所約定之各項金額後，自翌日上午零時起，開始恢復其效力。

第二項、第五項及第六項繳交與投保時相同之躉繳保險費，本公司自實際收受保險費之日起，將前述保險費加計每日按該連結年度適用之固定收益公告利率以單利法計算至該日後的第一個連結週年日前一日，並於翌日依第十六條之最新約定配置比例將前述計算之總額配置於固定收益帳戶與指數連結帳戶。本契約因第三十二條約定停止效力而申請復效者，除復效程序依前七項約定辦理外，如有第三十二條第一項所約定保單價值準備金不足扣抵保險單借款本息時，不足扣抵部分應一併清償之。

本契約效力恢復時，本公司按日數比例收取當期未經過期間之保險成本，以後仍依約定扣除保險成本。基於保戶服務，本公司於保險契約停止效力後至得申請復效之期限屆滿前三個月，將依通知方式通知要保人有行使第一項申請復效之權利，並載明要保人未於第一項約定期限屆滿前恢復保單效力者，契約效力將自第一項約定期限屆滿之日翌日上午零時起終止，以提醒要保人注意。

本公司已依通知方式發出通知時，視為已完成通知。

第一項約定期限屆滿時，本契約效力即行終止，本契約若尚有保單價值準備金時，本公司應主動退還剩餘之保單價值準備金。

#### **Article 7 【Reinstatement of Validity of Contract】**

Where this Contract is suspended, the proposer may apply for reinstatement of the validity of this Contract within two years from the date of suspension; provided that no application for reinstatement will be accepted after the term of this Contract expires.

If the proposer submits an application for reinstatement within six months from the date of suspension, pays in full the Cost Of Insurance payable in the Grace Period, and also pays the Premium on a lump sum basis in the amount same as that at procurement of the insurance, this Contract will be reinstated from 0:00 AM of the following day.

Where the proposer submits an application for reinstatement, as stated in Paragraph 1, beyond six months from the date of suspension, the Company may require the proposer to provide the evidence of insurability (EOI) of the insured within 5 days after receipt of the application for reinstatement. If the proposer fails to provide the EOI of the insured as required by the Company within 10 days, the Company may refuse the application.

Should the insured's degree of risk has undergone a material change so that a refusal of insurance is justifiable, the Company may refuse his/her/its application for reinstatement.

A failure of the Company to require the proposer within the time period set out in the 3<sup>rd</sup> paragraph to provide the EOI or to address its refusal within 15 days from its receipt of the EOI will be deemed the Company's agreement to the reinstatement and, with the amounts payable under the 2<sup>nd</sup> paragraph paid in full by the proposer, this Contract will be reinstated from 0:00 AM of the following day.

Where the proposer submits an application for reinstatement according to the 3<sup>rd</sup> paragraph, except in the circumstance stated in the 2<sup>nd</sup> sentence of the 3<sup>rd</sup> paragraph or in the 4<sup>th</sup> paragraph, this Contract will be reinstated from 0:00 AM of the following day upon receipt of the EOI and payment in full of the amounts payable under the 2<sup>nd</sup> paragraph.

For the Premium payments under Paragraphs 2, 5, and 6, which are equal to the amount paid at the time of initial application, the Company shall, from the actual date of receipt of such Premium payments, calculate interest on a simple interest basis using the Fixed Declared Interest Rate applicable to the Linked Year, up to the day before the next Linked Anniversary. On the following day, the total calculated amount shall be allocated to the Fixed Income Account and the Index-Linked Account according to the most recent allocation proportion set forth in Article 16.

If this Contract is reinstated due to a lapse in accordance with Article 32, in addition to completing the reinstatement procedures as specified in the preceding seven paragraphs, any shortfall in the Policy Value Reserve as described in 1<sup>st</sup> paragraph of Article 32, that is insufficient to cover the principal and interest of policy loans, must also be repaid in full.

When this Contract is reinstated, the Company shall collect the Cost Of Insurance based on the number of remaining days proportionally for the non-elapsed period, and thereafter shall deduct the Cost Of Insurance according to the existing provision.

For the purpose of proposer service, within the three months prior to the expiration of the reinstatement application period after the insurance contract has lapsed, the Company will notify the proposer—using the Notification Methods—of their right to apply for reinstatement as described in 1<sup>st</sup> paragraph. The notice will also state that if the proposer does not reinstate this Contract before the deadline specified in 1<sup>st</sup> paragraph, this Contract will be terminated effective from 0:00 AM on the day following the expiration of that deadline.

Once the Company has sent the notice in accordance with the Notification Methods, the notification shall be deemed to have been completed.

This Contract shall be terminated upon expiration of the time period prescribed in the 1<sup>st</sup> paragraph and, in such case, the Company shall refund the remaining Policy Value Reserve, if any, under this Contract.

#### **第八條 告知義務與本契約的解除**

要保人或被保險人在訂立本契約時，對於本公司要保書書面詢問的告知事項應據實說明，如有為隱匿或遺漏不為說明，或為不實的說明，足以變更或減少本公司對於危險的估計者，本公司得解除契約，且得不退還已扣繳之費用，其保險事故發生後亦同。但危險的發生未基於其說明或未說明的事實時，不在此限。

要保人或被保險人在增加基本保額時，對於本公司書面（或電子申請文件）詢問的告知事項應據實說明，如有為隱匿或遺漏不為說明，或為不實的說明，足以變更或減少本公司對於危險的估計者，本公司得解除該加保部分之契約，且得不退還已扣繳之費用，其保險事故發生後亦同。但危險的發生未基於其說明或未說明的事實時，不在此限。

前二項解除契約權，自本公司知有解除之原因後，經過一個月不行使而消滅；或自契約開始日起，經過二年不行使而消滅。

本公司依第一項解除契約時，若本契約項下之保單價值準備金大於零，則本公司以解除契約通知發出時的保單價值準備金返還予要保人。

#### **Article 8 【Duty of Disclosure and Rescission of Contract】**

When entering into this Contract, the proposer and the insured must make truthful representations in response to the written inquiries of the Company in the proposal; in case of any concealment, nondisclosure, or misrepresentation to the extent of causing change or reduction to the Company's assessment of risks, the Company may rescind this Contract without refund of collected fees and charges and the same will apply after occurrence of accident insured, unless occurrence of risk is not attributable to any stated or unstated fact.

When applying to increase the Basic Insured Amount, the proposer and the insured must make truthful representations in response to the written inquiries (or electronic application) of the Company in the proposal; in case of any concealment, nondisclosure, or misrepresentation to the extent of causing change or reduction to the Company's assessment of risks, the Company may rescind the portion of this Contract without refund of collected fees and charges and the same will apply after occurrence of accident insured, unless occurrence of risk is not attributable to any stated or unstated fact.

The right to rescind this Contract as stated in the preceding two paragraphs will be nullified if not exercised within one month from the Company's knowing of the cause for rescission or within two years from the commencement date of this Contract.

Where the Company rescinds this Contract pursuant to the 1<sup>st</sup> paragraph, the Company will return to the proposer the Policy Value Reserve as of the date the notice of rescission of this Contract is given if the remaining sum of the Policy Value Reserve is greater than zero.

#### **第九條 保險成本的收取方式**

本公司於本契約生效日及每保單週月日將計算本契約之保險成本，於保單週月日由保單價值準備金依固定收益保單價值準備金與指數連結保單價值準備金的價值比例扣繳之。但首次連結起始日前之保險成本，依第二條第九款約定自保險費中扣除。

#### **Article 9 【Deduction of Cost Of Insurance】**

The Company shall calculate the Cost Of Insurance on the effective date of this Contract and on each Monthiversary and deduct it from the Policy Value Reserve in proportion to the value of the Fixed-Income Policy Value Reserve and the Index-Linked Policy Value Reserve on each Monthiversary; provided that the Cost Of Insurance before the First Linked Initial Date shall be deducted from the Premium pursuant to the 9<sup>th</sup> subparagraph of Article 2.

#### **第十條 貨幣單位與匯率風險**

本契約相關款項之收付及各項費用之收取均以美元為貨幣單位。

前項各種款項之收付方式均須以外匯存款帳戶存撥之。

要保人及受益人須留意美元在未來其自行兌換成他種貨幣將會因時間、匯率的不同，產生匯兌上之收益或損失，要保人及受益人需自行承擔該部分之風險。

#### **Article 10 【Currency Unit and Exchange Rate Risks】**

All payments and receipts related to this Contract, as well as the collection of various fees, shall be denominated

in U.S. dollars.

All payments as stated in the preceding paragraph must be made through a foreign currency deposit account. The proposer and the beneficiary should be aware that converting U.S. dollars into other currencies in the future may result in foreign exchange gains or losses due to fluctuations in timing and exchange rates. The proposer and beneficiary shall bear the risks associated with such currency exchange.

#### **第十一條 匯款相關費用及其負擔對象**

本契約相關款項之往來，若因匯款而產生相關費用時，除下列各款約定所生之匯款相關費用均由本公司負擔外，匯款銀行及中間行所收取之相關費用，由匯款人負擔之，收款銀行所收取之收款手續費，由收款人負擔：

- 一、因可歸責於本公司之錯誤原因，致本公司依第三十四條第二項約定為退還或給付所生之相關匯款費用。
- 二、因可歸責於本公司之錯誤原因，要保人或受益人依第三十四條第二項約定為補繳或返還所生之相關匯款費用。
- 三、因本公司提供之匯款帳戶錯誤而使要保人或受益人匯款無法完成時所生之相關匯款費用。要保人或受益人若選擇以本公司指定銀行之外匯存款戶交付相關款項且匯款銀行及收款銀行為同一銀行時，或以本公司指定銀行之外匯存款戶受領相關款項時，其所有匯款相關費用均由本公司負擔，不適用前項約定。

本公司指定銀行之相關訊息可至本公司網站（網址：<https://www.cathaylife.com.tw/cathaylife/>）查詢。

#### **Article 11 【Burden of Relevant Remittance Charges】**

The Relevant Remittance Charges arising out of receipt or payment from remittance of any amount under this Contract shall be paid by the Company under the following subparagraphs. The relevant payment charged by the remitting bank and the intermediary bank shall be paid by the remitter, and shall be paid by the payee when charged by the receiving bank:

- (1) Relevant payment arising from remittance paid or refunded by the Company under 2<sup>nd</sup> paragraph of Article 34 due to erroneous matters attributable to the Company.
- (2) Relevant payment arising from remittance repaid or returned by the proposer or the beneficiary under 2<sup>nd</sup> paragraph of Article 34 due to erroneous matters attributable to the Company.
- (3) Relevant payment arising from remittance in case of the proposer or the beneficiary's failing remittance due to erroneous remitting account provided by the Company.

All Relevant Remittance Charges shall be borne by the Company when the proposer or the beneficiary chooses foreign currency savings account designated by the Company for payment of relevant charges, where the remitting bank and the receiving bank are the same, and the preceding paragraph shall not apply therein.

Please refer to official website of the Company for relevant information on designated banks (address: <https://www.cathaylife.com.tw/cathaylife/>).

#### **第十二條 回饋分享金的給付與查詢**

本公司於本契約有效期間內之每一連結結算日，按本契約各該連結年度適用之指數連結收益率相關條件，並依第二條第二十一款約定回饋分享金之計算方式而得之金額，於連結週年日分配予要保人。

要保人得以書面或其他約定方式向本公司申請，於下列二款方式中擇一，做為本公司之給付方式。但要保人未選擇時，本公司以第一款投入指數連結帳戶方式給付：

- 一、投入指數連結帳戶：將該連結年度之回饋分享金投入指數連結帳戶。
- 二、投入固定收益帳戶：將該連結年度之回饋分享金投入固定收益帳戶。

本公司就第二條第二十一款約定計算所得之回饋分享金，將於本公司網站（網址：<https://www.cathaylife.com.tw/cathaylife/>）提供查詢介面供要保人查詢。

要保人得以書面或其他約定方式向本公司申請變更第二項回饋分享金給付方式，但於各連結週年日的前二十日，本公司暫停受理前述變更。

於各該連結年度之連結結算日以前，本契約因第六條約定停止效力，或因第二十條、第二十一條約定致效力終止者，本公司不給付該連結年度之回饋分享金。

#### **Article 12 【Check and Payment of Reward Sharing】**

The Company shall distribute the amount of the Reward Sharing calculated under Subparagraph 21 of Article 2 and the relevant conditions of applicable Index-Linked Rate of Return of each Linked Year under this Contract on each Linked Settlement Date during the term of this Contract, to the proposer on the date of the

Linked Anniversary.

The proposer may apply and choose either of the following two methods for payment by a notice in writing or in other agreed form to the Company; provided that the Company will perform the payment by allocating into Index-Linked Account under Subparagraph 1 thereof if the proposer does not choose any of the two:

(1) Index-Linked Account: The Reward Sharing of the Linked Year will be allocated into Index-Linked Account.

(2) Fixed Income Account: The Reward Sharing of the Linked Year will be allocated into Fixed Income Account.

The Company shall provide a query interface on its website for the proposer to check the amount of the Reward Sharing calculated under Subparagraph 21 of Article 2 ( address: <https://www.cathaylife.com.tw/cathaylife/> ) .

The proposer may apply by a notice in writing or in other agreed form to the Company for change of paying methods of the Reward Sharing under 2<sup>nd</sup> paragraph; provided that the Company may suspend accepting such application subject to a 20-day prior to every Linked Anniversary.

Prior to the Linked Settlement Date of each Linked Year, the Company will not pay the Reward Sharing of that Linked Year due to the suspension of the Contract under Article 6 or the termination thereof under Article 20 or 21.

### **第十三條 祝壽保險金的給付**

被保險人於保險年齡到達一百零五歲之保單週年日所屬連結年度屆滿之翌日仍生存且本契約仍有效時，本公司以該日的保單價值準備金給付祝壽保險金，本契約效力即行終止。

### **Article 13 【Payment of Survival Benefit】**

If the insured is still alive on the day following the end of the Linked Year corresponding to the Policy Anniversary in which the insured's Attained Age reaches 105 and this Contract remains in force then, the Company shall pay the Survival Benefit based on the Policy Value Reserve as of that date, and thereby this Contract shall be deemed terminated.

### **第十四條 身故保險金的給付與保單價值準備金之返還**

被保險人於本契約有效期間內身故者，本公司按保險金額給付身故保險金，並加計自被保險人身故日之次一保單週月日起溢收之保險成本，併入身故保險金給付，本契約效力即行終止。

受益人依第二十六條約定申領身故保險金時，若已超過第三十八條所約定之時效，本公司得拒絕給付保險金。本公司將按被保險人身故日時，計算本契約項下的保單價值準備金，並加計自被保險人身故日之次一保單週月日起溢收之保險成本後，返還予應得之人，本契約項下之保單價值準備金即為結清。

### **Article 14 【Payment of Death Benefit or Refund of Policy Value Reserve】**

If the insured deceases during the term of this Contract, the Company shall pay the Death Benefit based on the Sum Assured by adding the Cost Of Insurance overcharged from the first Monthiversary after the day of decease of the insured to the Death Benefit for payment, and thereby this Contract shall be deemed terminated.

If the beneficiary submits a claim for Death Benefit according to Article 26 at a time beyond the time limit prescribed in Article 38, the Company is entitled to deny payment of the benefit. The Company will calculate the Policy Value Reserve under this Contract as of the insured's date of death by adding the Cost Of Insurance overcharged from the first Monthiversary following the day of decease of the insured, and refund the same to the person(s) entitled thereto; thereby the Policy Value Reserve under this Contract shall be deemed settled.

### **第十五條 完全失能保險金的給付**

被保險人於本契約有效期間內致成附表三所列之完全失能等級之一，並經完全失能診斷確定者，本公司按保險金額給付完全失能保險金，並加計自被保險人完全失能診斷確定日之次一保單週月日起溢收之保險成本，併入完全失能保險金給付，本契約效力即行終止。

被保險人同時或先後致成附表三所列二項以上之完全失能程度者，本公司僅給付一項完全失能保險金。

受益人依第二十八條約定申領完全失能保險金時，若已超過第三十八條約定之時效，本公司得拒絕給付保險金。本公司將按被保險人完全失能診斷確定日時，計算本契約項下的保單價值準備金，並加計自被保險人完全失能診斷確定日之次一保單週月日起溢收之保險成本後，返還予應得之人，本契約項下之保單價值準備金即為結清。

#### **Article 15 【Payment of Total and Permanent Disability Benefit】**

If the insured becomes, as confirmed by diagnosis, totally and permanently disabled at any of the levels described in Appendix III during the term of this Contract, the Company shall pay the Total and Permanent Disability Benefit based on the Sum Assured by adding the Cost Of Insurance overcharged from the first Monthiversary after the insured's total and permanent disability diagnosis confirmed day to the Total and Permanent Disability Benefit for payment, and thereby this Contract will be deemed terminated.

Should the insured becomes totally and permanently disabled simultaneously under any two or more categories described in Appendix III, the Company shall pay only one Total and Permanent Disability Benefit.

If the beneficiary submits a claim for Total and Permanent Disability Benefit according to Article 28 at a time beyond the time limit prescribed in Article 38, the Company is entitled to deny payment of the benefit. The Company will calculate the Policy Value Reserve based on the date of permanent disability diagnosis confirmed under this Contract by adding the Cost Of Insurance overcharged from the first Monthiversary after the insured's total and permanent disability diagnosis confirmed day, and refund the same to the person(s) entitled thereto; thereby the Policy Value Reserve under this Contract shall be deemed settled.

#### **第十六條 帳戶配置比例及再平衡之約定及變更**

要保人投保本契約時，應於要保書選擇固定收益帳戶與指數連結帳戶配置比例。

要保人於自首次連結起始日起，得以書面或其他約定方式向本公司申請帳戶再平衡，並應於申請書（或電子申請文件）中載明欲調整之固定收益帳戶與指數連結帳戶配置比例。但於各連結週年日的前二十日，本公司得暫停受理前述變更。

本公司以收到前項申請書（或電子申請文件）後之次一個連結週年日，依要保人最新指定之固定收益帳戶與指數連結帳戶配置比例進行帳戶中對應之保單價值準備金再平衡。

#### **Article 16 【Selection and Alteration of Proportion and of Rebalance of Account Allocation】**

When procuring the insurance under this Contract, the proposer shall select proportion of allocation of Fixed Income Account and that of Index-Linked Account in the proposal.

The proposer may submit an application in writing or other specified manners to the Company for rebalance of the accounts by stating on the application (or on the e-application document) the changing proportion of allocation of Fixed Income Account and that of Index-Linked Account since the First Linked Initial Date; provided that the Company may suspend accepting such application subject to a 20-day prior to every Linked Anniversary.

The Company shall rebalance the Policy Value Reserve in the Fixed Income Account and that in the Index-Linked Account pursuant to the proportion of allocation latest designated by the proposer, effective from the next Linked Anniversary after following the Company's receipt of the application (or on the e-application document).

#### **第十七條 保單價值準備金之計算與查詢**

固定收益保單價值準備金係自實際收受保險費之日起，依下列順序計算所得之金額：

一、首次連結起始日前：淨保險費本息。

二、第一連結年度：

（一）首次連結起始日，淨保險費本息按要保人指定之固定收益帳戶配置比例計算之金額。

（二）扣除固定收益帳戶於保單週月日應扣繳之保險成本。

（三）扣除要保人申請部分提領中固定收益帳戶之金額。

（四）每日依前三目之淨額加計按該連結年度適用之固定收益公告利率以單利法計算之金額。

三、第二連結年度及以後：

（一）前一連結年度末之固定收益保單價值準備金。

（二）扣除固定收益帳戶於保單週月日應扣繳之保險成本。

（三）扣除要保人申請部分提領中固定收益帳戶之金額。

（四）增加於連結週年日依第十二條約定給付回饋分享金之金額。

（五）增加或減少於連結週年日依第十六條要保人約定進行帳戶再平衡應重新配置於固定收益帳戶之金額。

（六）每日依前五目之淨額加計按該連結年度適用之固定收益公告利率以單利法計算之金額。

指數連結保單價值準備金係自首次連結起始日起，依下列順序計算所得之金額：

一、首次連結起始日前：其金額為零。

二、第一連結年度：

- (一) 首次連結起始日，淨保險費本息按要保人指定之指數連結帳戶配置比例計算之金額。
- (二) 扣除指數連結帳戶於保單週月日應扣繳之保險成本。
- (三) 扣除要保人申請部分提領中指數連結帳戶之金額。
- (四) 每日依前三日計算其淨額之金額。

三、第二連結年度及以後：

- (一) 前一連結年度末之指數連結保單價值準備金。
- (二) 扣除指數連結帳戶於保單週月日應扣繳之保險成本。
- (三) 扣除要保人申請部分提領中指數連結帳戶之金額。
- (四) 增加於連結週年日依第十二條約定給付回饋分享金之金額。
- (五) 增加或減少於連結週年日依第十六條要保人約定進行帳戶再平衡應重新配置於指數連結帳戶之金額。
- (六) 每日依前五日計算其淨額之金額。

本契約於有效期間內，將於本公司網站（網址：<https://www.cathaylife.com.tw/cathaylife/>）提供查詢介面供要保人查詢其保單價值準備金。

**Article 17 【Check on and Calculation of Policy Value Reserve】**

Fixed-Income Policy Value Reserve refers to the amount deriving from the following order since the Premium Received Date:

- (1) Prior to the First Linked Initial Date: Net Amount Of Premium And Interest.
- (2) The First Linked Year:
  - (1) Net Amount Of Premium And Interest will be derived from the proportion of allocation of Fixed Income Account designated by the proposer on the First Linked Initial Date.
  - (2) Deducting due deduction of the Cost Of Insurance of Fixed Income Account on each Monthiversary.
  - (3) Deducting the amount of Fixed Income Account of Partial Withdrawal applied by the proposer.
  - (4) The amount is calculated based on the daily net amount under the three preceding items plus the applicable Fixed Declared Interest Rate by the simple interest method.
- (3) The second Linked Year and thereafter :
  - (1) Fixed-Income Policy Value Reserve at the end of preceding Linked Year.
  - (2) Deducting due deduction of the Cost Of Insurance of Fixed Income Account on each Monthiversary.
  - (3) Deducting the amount of Fixed Income Account of Partial Withdrawal applied by the proposer.
  - (4) Increasing the amount of the Reward Sharing paid on Linked Anniversary under Article 12.
  - (5) Increasing or decreasing the amount reallocated in Fixed Income Account for the rebalance of the accounts by the proposer under Article 16.
  - (6) The amount is calculated based on the daily net amount under the five preceding items plus the applicable Fixed Declared Interest Rate by the simple interest method.

Index-Linked Policy Value Reserve refers to the amount deriving from the following order since the First Linked Initial Date:

- (1) Prior to the First Linked Initial Date: The amount is zero.
- (2) The first Linked Year:
  - (1) Net Amount Of Premium And Interest will be derived from the proportion of allocation of Index-Linked Account designated by the proposer on the First Linked Initial Date.
  - (2) Deducting due deduction of the Cost Of Insurance of Index-Linked Account on each Monthiversary.
  - (3) Deducting the amount of Index-Linked Account of Partial Withdrawal applied by the proposer.
  - (4) Daily net amount calculated under the three preceding items.
- (3) The second Linked Year and thereafter:
  - (1) Index-Linked Policy Value Reserve at the end of preceding Linked Year.
  - (2) Deducting due deduction of the Cost Of Insurance of Index-Linked Account on each Monthiversary.
  - (3) Deducting the amount of Index-Linked Account of Partial Withdrawal applied by the proposer.
  - (4) Increasing the amount of the Reward Sharing paid on Linked Anniversary under Article 12.
  - (5) Increasing or decreasing the amount ought to be reallocated in Index-Linked Account for the rebalance of the accounts by the proposer under Article 16.
  - (6) Daily net amount calculated under the five preceding items.

During the term of this Contract, the Company shall provide a query interface on its website for the proposer to check on the Policy Value Reserve ( address : <https://www.cathaylife.com.tw/cathaylife/> ) .

#### **第十八條 連結指數之新增、調整與終止**

本公司得依下列方式，新增、調整與終止連結指數之提供：

- 一、本公司得新增連結指數供要保人選擇連結。
- 二、本公司獲知某一連結指數之異動、註銷或終止指數授權，應於獲知前述情形後於本公司網站公布，並依通知方式通知要保人後續處理方式。
- 三、本公司得主動終止某一連結指數。經終止之連結指數自公布之終止日起，於該連結年度之連結結算日失其效力，要保人得選擇自該連結結算日之次日起適用其他連結指數或配置於固定收益帳戶。前述終止事宜，本公司應於網站公布，並依通知方式通知要保人後續處理方式。

連結指數依第一項第二款或第三款調整或終止後，要保人應於接獲本公司依通知方式通知後十五日內，向本公司提出變更申請。

若要保人未於前項期限內提出申請，或因不可歸責於本公司之事由致本公司接獲前項申請時已無法依要保人指定之方式辦理，視為要保人同意以該通知約定之方式處理。而該處理方式亦將於本公司網站公布。

#### **Article 18 【Addition, Adjustment and Termination of Linked-Index】**

The Company may add, adjust and terminate Linked-Index as follows:

- (1) The Company may add Linked-Index for the proposer's selection for link.
- (2) The Company shall post a public notice on its website and notify the proposer of its subsequent measures upon notice of change, revocation, or termination of license of the Index.
- (3) The Company may terminate a Linked-Index. Such terminated Linked-Index becomes invalid on the Linked Settlement Date of the Linked Year starting the announced termination date, and the proposer may choose other applicable Linked-Index or allocate in Fixed Income Account since the day following such Linked Settlement Date. The Company shall post a public notice of such termination on its website and notify the proposer of its subsequent measures by the Notification Methods.

Where an adjustment or a termination is made to the Linked-Index under the 2<sup>nd</sup> and 3<sup>rd</sup> subparagraphs of the 1st paragraph, the proposer shall submit an application to the Company for change within 15 days after receipt of the notice from the Company.

If the proposer fails to submit the application within the time limit prescribed in the preceding paragraph or the Company is unable to act as instructed by the proposer upon receipt of the application due to factor not attributable to the Company, the proposer will be deemed to agree with measures specified in the notification and published on the Company's website.

#### **第十九條 特殊情事之評價與處理**

連結指數於連結指數評價日遇有下列情事之一，致指數編製機構無法計算和發布連結指數，導致本公司無法計算回饋分享金時，本公司將不負擔利息，並待指數恢復發布之日，計算回饋分享金之金額：

- 一、因天災、地變、罷工、怠工、不可抗力之事件或其他意外事故所致者。
- 二、國內外政府單位之命令。
- 三、連結指數非因例假日而停止報價或交易。
- 四、非可歸責於本公司之事由致使用之通信中斷。
- 五、有本公司與指數編製機構間無從履行連結約定之特殊情事者。

本公司依第二條第二十一款之約定計算回饋分享金時，如連結指數遇前項各款情事之一，致指數編製機構無法計算和發布連結指數，本契約不計算該指數之回饋分享金，且不加計利息。待特殊情事終止時，本公司應即重新計算回饋分享金。第一項特殊情事發生時，本公司應依通知方式通知要保人。

#### **Article 19 【Evaluation and Treatment of Special Events】**

If, as a result of any of the following events on the Linked-Index on the Linked-Index Valuation Day, the Index Compilation Institution fails to calculate or to publish the Linked-Index, resulting in the Company being unable to calculate the Reward Sharing, the Company shall not be liable for any interest and shall not calculate the amount of the Reward Sharing until the date when the Index restores its publication:

- (1) Natural disasters, act of God, strike, industrial action, force majeure or other contingencies;
- (2) Command of Taiwan or foreign government agencies;
- (3) Suspension of trading or quoting of the Linked-Index on a non-holiday;
- (4) Interruption of communication due to factors not attributable to the Company;
- (5) Other special circumstances under which the Company and the Index Compilation Institution are unable to fulfill the Linked agreement.

If any of the events in the preceding paragraph occurs when the Company calculates the Reward Sharing under Subparagraph 21 of Article 2, resulting in the Index Compilation Institution's inability to calculate or publish the Linked-Index, the Reward Sharing of the Index will not be calculated under this Contract, and no interest will accrue thereon. The Company will re-calculate the amount of the Reward Sharing upon elimination of such special event. The Company shall notify the proposer by the Notification Methods upon occurrence of any of the events stated in the 1st paragraph.

## 第二十條 契約的終止（一）

要保人得隨時終止本契約。

前項契約之終止，自本公司收到要保人書面或其他約定方式通知時，開始生效。

要保人繳費累積達有保單價值準備金而申請終止契約時，本公司應以收到前項通知之次一個營業日的保單價值準備金扣除解約費用後之餘額加計已收而未到期的保險成本之和計算解約金，並於接到通知之日起一個月內償付之。逾期本公司應加計利息給付，其利息按年利率百分之五計算。

前項解約費用如附表一。本公司得調整解約費用，並應於三個月前依通知方式通知要保人；但對要保人有利之費用調降，本公司得不予通知。

## Article20 【Termination of Contract (1)】

The proposer may terminate this Contract at any time.

A termination of this Contract under the preceding paragraph shall take effect upon receipt by the Company of the notice from the proposer in writing or in other specified manners.

If the proposer applies for termination of this Contract and the accumulated Policy Value Reserve is positive, the Company will calculate the surrender value based on the sum of the Policy Value Reserve of the business day following its receipt of the above notice from the proposer, deducting the Surrender Charge, and plus any received but undue Cost Of Insurance, and will pay such surrender value within one month from its receipt of the written notice from the proposer; a default by the Company on such payment will result in the Company's liability for interest accrued at 5% per annum.

Please refer to Appendix I for the detailed Surrender Charge rate schedule. The Company may adjust the Surrender Charge and shall provide the proposer a 3-month prior notice; provided that no notice is required if the change is favorable to the proposer.

## 第二十一條 契約的終止（二）

本契約有下列情形之一時，其效力即行終止，且本公司僅給付其中一項保險金：

- 一、本公司按第十三條約定給付祝壽保險金。
- 二、本公司按第十四條約定給付身故保險金或返還保單價值準備金。
- 三、本公司按第十五條約定給付完全失能保險金或返還保單價值準備金。

## Article21 【Termination of Contract (2)】

This Contract shall be terminated under any of the following circumstances and the Company will pay only one of the following benefits:

- (1) the Company pays the Survival Benefit in accordance with Article 13;
  - (2) the Company pays the Death Benefit or refunds the Policy Value Reserve in accordance with Article 14;
- or
- (3) the Company pays the Total and Permanent Disability Benefit or refunds the Policy Value Reserve in accordance with Article 15.

## 第二十二條 保單價值準備金的部分提領

自第一保單週年日起，如累積有保單價值準備金時，要保人得向本公司提出申請部分提領其保單價值準備金。但每次提領之保單價值準備金不得低於每次提領最低金額標準（如附件一）且提領後的保單價值準備金不得低於保單價值準備金最低金額標準（如附件一）。

前述部分提領之申請，本公司每保單月份僅受理一次。其部分提領的部分視為終止契約。

要保人申請部分提領時，按下列方式處理：

- 一、要保人必須在申請文件中指明欲部分提領保單價值準備金之金額，此金額將先提領固定收益保單價值準備金，如固定收益保單價值準備金為零時，其不足額始提領指數連結保單價值準備金。
- 二、本公司以收到前款申請文件後之次一個營業日為準計算部分提領的保單價值準備金。
- 三、本公司將於收到要保人之申請文件後一個月內，支付部分提領金額扣除解約費用後之餘額。

逾期本公司應加計利息給付，其利息按年利率百分之五計算。  
本契約保單價值準備金經部分提領後，將按部分提領金額等值減少，本公司將於部分提領後重新計算保險金扣除額。

#### Article 22 【Partial Withdrawal of Policy Value Reserve】

Since the first Policy Anniversary, with the accumulated Policy Value Reserve being positive, the proposer may submit application to the Company for partial withdrawal of the Policy Value Reserve; provided that the amount of each withdrawal of the Policy Value Reserve may not be less than the Minimum Amount of Partial Withdrawal (as set forth in Annex I) and the Policy Value Reserve after the withdrawal may not be less than the Minimum Amount of Policy Value Reserve (as set forth in Annex I).

The Company accepts the aforesaid application of Partial Withdrawal only once per policy month. The withdrawn portion shall be deemed a partial termination of the Contract.

When the proposer submits an application for Partial Withdrawal of Policy Value Reserve:

(1) The proposer shall state the amount of the Policy Value Reserve for the Partial Withdrawal on the application, while the Fixed Income Policy Value Reserve will be firstly withdrawn. If the amount of the Fixed-Income Policy Value Reserve is zero, the Index-Linked Policy Value Reserve will thereby be withdrawn for makeup of the shortage;

(2) The Company will calculate the Policy Value Reserve of the Partial Withdrawal of the first business day after its receipt of the aforesaid application; and

(3) The Company shall pay the remaining sum of the Partial Withdrawal amount deducting the Surrender Charge, within one month from its receipt of the application from the proposer; a default by the Company on such payment will result in the Company's liability for interest accrued at 5% per annum. After a Partial Withdrawal is made, the Policy Value Reserve shall decrease by the amount of the Partial Withdrawal and the Company will recalculate the amount of Deduction Of Sum Assured.

#### 第二十三條 保險事故的通知與保險金的申請時間

要保人或受益人應於知悉本公司應負保險責任之事故後十日內通知本公司，並於通知後儘速檢具所需文件向本公司申請給付保險金。

本公司應於收齊前項文件後十五日內給付之。但因可歸責於本公司之事由致未在前開期限內為給付者，應加計利息給付，其利息按年利率百分之五計算。

#### Article 23 【Notification of Accidents Insured and Period of Claim for Insurance Benefits】

The proposer or the beneficiary shall notify the Company of occurrence of any accident insured by the Company within 10 days upon becoming aware of such occurrence and submit a claim attached with all required documents for the benefit as soon as possible thereafter.

The Company shall pay the benefit within 15 days after its receipt of all the required documents as stated above; a default by the Company on such payment due to factor attributable to the Company will result in the Company's liability for interest accrued at 5% per annum.

#### 第二十四條 失蹤處理

被保險人於本契約有效期間內失蹤者，如經法院宣告死亡時，本公司根據判決內所確定死亡時日為準，並依第十四條約定給付身故保險金或返還保單價值準備金，本契約項下之保單準備金即為結清；如要保人或受益人能提出證明文件，足以認為被保險人極可能因意外傷害事故而死亡者，本公司應依意外傷害事故發生日為準，並依第十四條約定給付身故保險金或返還保單價值準備金，本契約項下之保單價值準備金即為結清。

#### Article 24 【Disappearance of the Insured】

Where, during the term of this Contract, the insured disappears and is declared or adjudicated dead by a court, the Company shall refund the Policy Value Reserve or pay the Death Benefit in accordance with Article 14 based on the date confirmed as the date of death in court adjudication and thereby the Policy Value Reserve under this Contract shall be deemed settled. If the proposer or the beneficiary is able to provide supporting documents sufficient to prove that the insured's death was very likely caused by accidental injury event, the Company shall refund the Policy Value Reserve or pay the Death Benefit in accordance with Article 14 based on the date of occurrence of such accidental injury event and thereby the Policy Value Reserve under this Contract shall be deemed settled.

## 第二十五條 祝壽保險金的申領

受益人申領「祝壽保險金」時，應檢具下列文件：

- 一、保險單或其謄本。
- 二、保險金申請書。
- 三、受益人的身分證明。

### Article 25 【Claim for Survival Benefit】

At claim for Survival Benefit, the beneficiary shall submit:

- (1) The insurance policy or a transcript thereof;
- (2) Benefit application form; and
- (3) The beneficiary's identification certificate and document certifying the relationship between the beneficiary and the insured.

## 第二十六條 身故保險金的申領

受益人申領「身故保險金」時，應檢具下列文件：

- 一、保險單或其謄本。
- 二、被保險人死亡證明書及身分證明文件。
- 三、保險金申請書。
- 四、受益人的身分證明。

### Article 26 【Claim for Death Benefit】

At claim for Death Benefit, the beneficiary shall submit:

- (1) The insurance policy or a transcript thereof;
- (2) The insured's death certificate and identification certificate;
- (3) Benefit application form;
- (4) The beneficiary's identification certificate and document certifying the relationship between the beneficiary and the insured.

## 第二十七條 返還保單價值準備金的申請

要保人或應得之人依第十四條、第二十四條或第二十九條約定申請返還保單價值準備金時，應檢具下列文件：

- 一、保險單或其謄本。
- 二、被保險人死亡證明書及身分證明文件。
- 三、申請書。
- 四、要保人或應得之人的身分證明。

因第二十九條第一項第二款及第三款情事致成完全失能而提出前項申請者，前項第二款文件改為失能診斷書。

### Article 27 【Application for Return of Policy Value Reserve】

At application for return of Policy Value Reserve in accordance with Article 14, Article 24 or Article 29 hereof, the proposer or the person(s) entitled thereto shall submit:

- (1) The insurance policy or a transcript thereof;
- (2) The insured's death certificate and identification certificate;
- (3) Application form;
- (4) Identification certificate of the proposer or the person(s) entitled thereto.

Where an application under the preceding paragraph is submitted when the insured becomes totally and permanently disabled in any of the circumstances stated in the 2<sup>nd</sup> and 3<sup>rd</sup> subparagraphs, the 1<sup>st</sup> paragraph of Article 29, the document under Subparagraph (2) of the preceding paragraph shall be replaced with a total and permanent disability diagnosis certificate.

## 第二十八條 完全失能保險金的申領

受益人申領「完全失能保險金」時，應檢具下列文件：

- 一、保險單或其謄本。
- 二、失能診斷書。

三、保險金申請書。

四、受益人的身分證明。

受益人申領失能之保險金時，本公司基於審核保險金之需要，得對被保險人的身體予以檢驗，另得徵詢其他醫師之醫學專業意見，並得經受益人同意調閱被保險人之就醫相關資料，因此所生之費用由本公司負擔。但不因此延展本公司依第二十三條第二項約定應給付之期限。

#### **Article 28 【Claim for Total and Permanent Disability Benefit】**

At claim for Total and Permanent Disability Benefit, the beneficiary shall submit:

- (1) The insurance policy or a transcript thereof;
- (2) Total and permanent disability diagnosis certificate;
- (3) Benefit application form; and
- (4) The beneficiary's identification certificate.

When the beneficiary claims for the Permanent Disability Benefit, the Company may, if necessary for review of the benefit, at its own cost, have the insured physically examined, consult with other physicians for professional medical opinion, and with the consent of the beneficiary, access the medical records of the insured. However, this shall not extend the time limit for payment as stipulated in 2<sup>nd</sup> paragraph of Article 23.

#### **第二十九條 除外責任**

有下列情形之一者，本公司不負給付保險金的責任：

一、要保人故意致被保險人於死。

二、被保險人故意自殺或自成完全失能。但自契約訂立或復效之日起二年後故意自殺致死者，本公司仍負給付身故保險金之責任。

三、被保險人因犯罪處死或拒捕或越獄致死或完全失能。

前項第一款及第三十條情形致被保險人完全失能時，本公司按第十五條的約定給付完全失能保險金。

第一項各款情形而免給付保險金時，本公司依據要保人或受益人檢齊所須文件送達本公司次一個連結指數評價日之保單價值準備金，依照約定返還予應得之人。

#### **Article 29 【Exceptions】**

The Company is not liable for the benefit in any of the following circumstances:

- (1) If the proposer willfully causes the death of the insured;
- (2) If the insured willfully commits suicide or becomes totally and permanently disabled; provided that, if such willful suicide causing the death was committed after two years from the date of execution or the date of reinstatement of this Contract, the Company shall remain liable for the Death Benefit; or
- (3) If the insured is sentenced to death for crime or is killed or becomes totally and permanently disabled as a result of resistance against arrest or escape from prison.

Where the insured becomes totally and permanently disabled in the circumstance stated in Subparagraph (1) of the preceding paragraph or as stated in Article 30, the Company shall pay the Total and Permanent Disability Benefit in accordance with Article 15 hereof.

The Company, while being not liable for the benefit in any of the circumstances stated in the 1<sup>st</sup> paragraph, shall refund to the person(s) entitled thereto the Policy Value Reserve of the first Linked-Index Valuation Day after delivery by the proposer or the beneficiary of all required documents to the Company as agreed.

#### **第三十條 受益人受益權之喪失**

受益人故意致被保險人於死或雖未致死者，喪失其受益權。

前項情形，如因該受益人喪失受益權，而致無受益人受領身故保險金時，其身故保險金作為被保險人遺產。如有其他受益人者，喪失受益權之受益人原應得之部分，依原約定比例計算後分歸其他受益人。

#### **Article 30 【Deprivation of Beneficiary's Right】**

A beneficiary who willfully causes the death of the insured or attempts to do so unsuccessfully shall be deprived of his/her/its right to the benefits.

If, as a beneficiary is deprived of his/her/its right to the benefits under the preceding paragraph, there is no beneficiary to receive the Death Benefit, the Death Benefit shall be deemed an estate of the insured.

However, if there are other beneficiaries, the portion to which the deprived beneficiary was entitled shall be, as calculated according to the original agreed ratio, distributed to the other beneficiaries.

### 第三十一條 未還款項的扣除

本公司給付各項保險金、回饋分享金、返還保單價值準備金及償付解約金、部分提領金額時，如要保人仍有保險單借款本息或寬限期間欠繳之未償款項者，本公司得先抵銷上述欠款及扣除其應付利息後給付其餘額。

#### Article 31 【Deduction of Outstanding Sums】

If, when the Company is to make payment for any benefit, Reward Sharing, Policy Value Reserve, surrender value or Partial Withdrawal, there is any outstanding sum in respect of principal or interest of policy loan or sum owed during the Grace Period that is payable by the proposer, the Company may pay the remaining amount after offsetting such payment against the outstanding sum and deducting any accrued and payable interest.

### 第三十二條 保險單借款

本契約有效期間內，如累積有保單價值準備金時，要保人得向本公司申請保險單借款，其可借金額上限為借款當日保單價值準備金之四十%，未償還之借款本息，超過其保單價值準備金時，本契約效力即行停止。但本公司應於效力停止日之三十日前依通知方式通知要保人。

本公司未依前項約定為通知時，於本公司依通知方式通知要保人償還借款本息之日起三十日內要保人未償還者，本契約之效力自該三十日之次日起停止。

#### Article 32 【Policy Loan】

During the term of this Contract, if there is any accumulated Policy Value Reserve, the proposer may apply to the Company for a policy loan, subject to a maximum amount equivalent to 40% of the Policy Value Reserve of the day of loan. If the outstanding principal and interest of the loan exceed the Policy Value Reserve, this Contract shall immediately be suspended. However, the Company shall notify the proposer at least 30 days prior to the date of suspension.

If the Company fails to provide such notice as stipulated above, and the proposer does not repay the loan principal and interest within 30 days from the date the Company gives notice through the Notification Methods, this Contract shall be suspended on the day following the expiration of such 30 days period.

### 第三十三條 不分紅保單

本保險為不分紅保單，不參加紅利分配，並無紅利給付項目。

#### Article 33 【Non-participating Policy】

The insurance policy under this Contract is a non-participating policy, which will not participate in dividend distribution or be granted dividend benefit.

### 第三十四條 投保年齡的計算及錯誤的處理

要保人在申請投保時，應將被保險人出生年月日在要保書填明。被保險人的投保年齡，以足歲計算，但未滿一歲的零數超過六個月者，加算一歲。

被保險人的投保年齡發生錯誤時，依下列約定辦理：

- 一、真實投保年齡高於本契約最高承保年齡或低於本契約最低承保年齡者，本契約無效，其已繳保險費無息退還要保人。
- 二、因投保年齡的錯誤，而致溢繳保險成本者，本公司無息退還溢繳部分的保險成本。如在發生保險事故後始發覺且其錯誤發生在本公司者，前述溢繳保險成本本公司不予退還，改按原扣繳保險成本與應扣繳保險成本的比例提高淨危險保額，並重新計算身故或完全失能保險金後給付之。
- 三、因投保年齡的錯誤，而致短繳保險成本者，要保人得補繳短繳的保險成本或按照原扣繳的保險成本與被保險人的真實年齡比例減少淨危險保額。但在發生保險事故後始發覺且其錯誤不可歸責於本公司者，要保人不得要求補繳短繳的保險成本，本公司改按原扣繳保險成本與應扣繳保險成本的比例減少淨危險保額，並重新計算身故或完全失能保險金後給付之；但錯誤發生在本公司者，本公司應按原身故或完全失能保險金扣除短繳保險成本後給付。

前項第一款、第二款前段情形，其錯誤原因歸責於本公司者，應加計利息退還各款約定之金額，其利息按給付當時本保單辦理保險單借款之利率與民法第二百零三條法定週年利率兩者取其大的利率計算。

### Article 34 【Calculation of Attained Age and Conduct of Errors】

At application for insurance, the proposer shall state the insured's date of birth on the proposal. The calculation of the insured's Attained Age shall be based on full year, with an odd period more than 6 months but less than a full year deemed one year.

Errors in the insured's Attained Age shall be conducted as follows:

- (1) If the actual Attained Age is more than the highest age insurable or less than the lowest age insurable by this Contract, this Contract will become null and void and all paid Premiums will be refunded to the proposer without interest.
- (2) If Cost Of Insurance is overcharged due to error in the Attained Age, the Company will refund the amount of the excessive charge without interest. If an error is not discovered until an accident insured takes place and occurs on the part of the Company, the Company will not refund the amount of the excessive charge but will increase the Net Amount At Risk according to the ratio of the original deduction of the Cost Of Insurance to the due deduction of the Cost Of Insurance and pay the recalculated Death Benefit or Total and Permanent Disability Benefit.
- (3) If Cost Of Insurance is undercharged due to error in the Attained Age, it may be conducted by that the proposer pay the amount of shortage or that the Net Amount At Risk be reduced according to the ratio of the original deduction of the Cost Of Insurance to the actual Attained Age of the insured. However, if an error is not discovered until an accident insured takes place and is not attributable to the Company, the proposer may not request to pay the amount of shortage, and the Company will decrease the Net Amount At Risk according to the ratio of the original deduction of the Cost Of Insurance to the due deduction of the Cost Of Insurance and pay the recalculated Death Benefit or Total and Permanent Disability Benefit; provided that, if the error occurs on the part of the Company, the Company shall pay the remaining sum of the original Death Benefit or Total and Permanent Disability Benefit deducting the amount of shortage arising from the undercharged Cost Of Insurance.

Where the cause for the error under Subparagraph (1) or the first sentence of Subparagraph (2) of the preceding paragraph is attributable to the Company, the refund shall be made with interest. The interest shall be calculated based on the higher of the policy loan interest rate applicable under this Contract at the time of payment or the statutory annual interest rate stipulated in Article 203 of the Civil Code.

### 第三十五條 基本保額的變更

要保人於本契約有效期間內，得申請變更基本保額，分別按下列各款約定辦理：

#### 一、減少基本保額：

要保人於本契約有效期間內，得經本公司同意後依相關辦法申請減少基本保額，但是減額後的基本保額，需符合本契約承保金額限制，其減少部分視為終止契約。

#### 二、增加基本保額：

要保人於本契約有效期間內，得檢具被保險人之可保性證明，經本公司同意後依相關辦法申請增加基本保額，但是增額後的基本保額，需符合本契約承保金額限制。

### Article 35 【Change of Basic Insured Amount】

During the term of this Contract, the proposer may apply for change of the Basic Insured Amount, which shall be handled in accordance with the following provisions:

#### (1) Decrease of the Basic Insured Amount:

During the term of this contract, the proposer may apply to decrease the Basic Insured Amount in accordance with relevant procedures, subject to the Company's approval. However, the decreased Basic Insured Amount must comply with the coverage limits stipulated in this Contract. The decreased portion shall be deemed as a termination of that part of this Contract.

#### (2) Increase of the Basic Insured Amount:

During the term of this contract, the proposer may apply to increase the Basic Insured Amount in accordance with relevant procedures, subject to the Company's approval and upon submission of evidence of the insurability of the insured. However, the increased Basic Insured Amount must comply with the coverage limits stipulated in this Contract.

### 第三十六條 受益人的指定及變更

完全失能保險金的受益人，為被保險人本人，本公司不受理其指定或變更。

除前項約定外，要保人得依下列約定指定或變更受益人：

一、經被保險人同意指定身故受益人，如未指定者，以被保險人之法定繼承人為本契約身故受益

人。

二、除聲明放棄處分權者外，於保險事故發生前得經被保險人同意變更身故受益人，如要保人未將前述變更通知本公司者，不得對抗本公司。

前項身故受益人的指定或變更，於要保人檢具申請書及被保險人的同意書（要、被保險人為同一人時為申請書或電子申請文件）送達本公司時，本公司應即予批註或發給批註書。

身故受益人同時或先於被保險人本人身故，除要保人於保險事故發生前已另行指定受益人，或本契約另已約定其他受益人外，以被保險人之法定繼承人為該項保險金之受益人。

如祝壽保險金受益人非為被保險人，且先於被保險人身故，除要保人於保險事故發生前已另行指定受益人，或本契約另已約定其他受益人外，以被保險人為該項保險金之受益人。

前項法定繼承人之順序及應得保險金之比例適用民法繼承編之相關規定。

### **Article 36 【Appointment and Replacement of Beneficiary】**

The beneficiary of Total and Permanent Disability Benefit shall be the insured himself/herself. The Company accepts no appointment of or replacement with another beneficiary.

Except as provided in the preceding paragraph, the proposer may appoint or replace a beneficiary, subject to the laws and regulations in effect at the time of appointment or replacement, as follows:

- (1) The beneficiary of Death Benefit may be designated with the consent of the insured. If no such designation is made, the statutory heir(s) of the insured shall be deemed the beneficiary of Death Benefit under this Contract.
- (2) Unless the right of disposition has been expressly waived, the beneficiary of Death Benefit may be replaced, with the consent of the insured, prior to the occurrence of the accident insured; provided that, without notice by the proposer of such replacement to the Company, no action in respect of the replacement may be taken against the Company.

In respect of the designation or replacement of beneficiary of Death Benefit provided in the preceding paragraph, the Company shall make an endorsement or issue a written endorsement upon receipt of the application and the insured's letter of consent (or the application or electronic application if the proposer is the insured) submitted from the proposer.

Should beneficiary of Death Benefit decease before or at the same time of the decease of the insured, the statutory heir(s) of the insured shall become the beneficiary of the Death Benefit, unless another beneficiary has been appointed by the proposer prior to the occurrence of the accident insured or another beneficiary has been otherwise stipulated in this Contract.

If beneficiary of Survival Benefit is not the insured and predeceases the insured, the insured shall become the beneficiary, unless another beneficiary has been appointed by the proposer prior to the occurrence of the accident insured or another beneficiary has been otherwise stipulated in this Contract.

In respect of the priority of inheritance of and ratio of the Death Benefit receivable by the statutory heir(s) stated in the preceding paragraph, the applicable provisions of Part V Succession of Taiwan Civil Code shall apply.

### **第三十七條 變更通訊資訊**

要保人或被保險人的通訊資訊有變更時，應即以書面或其他約定方式通知本公司。

要保人或被保險人不為前項通知者，本公司之各項通知，得以本契約所載要保人與被保險人之最後通訊資訊中之任一項發送之。

### **Article 37 【Change of Correspondence Information】**

The proposer or the insured shall give the Company an immediate notice in writing or in other agreed form of any change to his/her/its correspondence information.

Without the proposer's or the insured's notice as stated in the preceding paragraph, the Company may deliver a notice to any of the proposer's or the insured's latest correspondence information contained in this Contract.

### **第三十八條 時效**

由本契約所生的權利，自得為請求之日起，經過兩年不行使而消滅。

### **Article 38 【Extinctive Prescription】**

A right under this Contract shall become extinctive if not exercised within two years from the date on which it is exercisable.

**第三十九條 批註**

本契約內容的變更，或記載事項的增刪，除第二條第十一款、第十二條、第十八條、第二十條第四項及第三十六條約定者外，應經要保人與本公司雙方書面或其他約定方式同意後生效，並由本公司即予批註或發給批註書。

**Article 39 【Endorsement】**

Any modification of this Contract or item added to or deleted from the content of this Contract, except as provided in Subparagraph 11 of Article 2, Article 12, Article 18, Paragraph 4 of Article 20, and Article 36 hereof, shall take effect after agreed by and between the proposer and the Company in writing or in other agreed form and the Company shall promptly make an endorsement thereon or issue a written endorsement thereof.

**第四十條 管轄法院及準據法**

因本契約涉訟者，同意以本公司總公司所在地地方法院為第一審管轄法院，並以中華民國法律為準據法。

**Article 40 【Governing Law and Jurisdiction】**

It is agreed that any dispute in connection with this Contract shall be governed by the laws of the Republic of China and the jurisdiction of the first instance over such dispute shall be submitted to the district court of the place where the headquarters of the Company is located.

附件一：本契約各項金額標準

**Annex I: Amount Standard of This Contract**

- 一、依第二條第六款之約定，繳交保險費金額限制為 10 萬~150 萬美元，並符合下表之規定：

**The amount standard of Premium pursuant to the 6<sup>th</sup> subparagraph of Article 2 ranges from one hundred thousand to one and half million USD:**

本契約計價貨幣 Assigned Currency	美元 USD
躉繳保險費下限(美元) Minimum Amount	依第二條第一款約定之基本保額÷5 Basic Insured Amount under Subparagraph 1 of Article 2 ÷ 5
躉繳保險費上限(美元) Maximum Amount	依第二條第一款約定之基本保額÷2 Basic Insured Amount under Subparagraph 1 of Article 2 ÷ 2

- 二、依第二十二條之約定提領保單價值準備金時，每次提領最低金額標準及保單價值準備金最低金額標準如下表：

**The minimum amounts of Partial Withdrawal and of Policy Value Reserve for each withdrawal of the Policy Value Reserve pursuant to Article 22:**

本契約計價貨幣 Assigned Currency	美元 USD
每次提領最低金額標準(美元) Minimum amount of Partial Withdrawal	<b>1 千</b> <b>1,000</b>
保單價值準備金最低金額標準(美元) Minimum amount of Policy Value Reserve	<b>5 萬</b> <b>50,000</b>

附件二：連結指數

標普 500 指數 (S&P 500)，彭博代號：SPX Index

**Annex II: Linked-Index**

(S&P 500), Bloomberg Ticker: SPX Index

## **Disclaimer**

The S&P 500® is a product of S&P Dow Jones Indices LLC or its affiliates (“SPDJI”) and has been licensed for use by Cathay Life Insurance. S&P®, S&P 500®, US 500, The 500, iBoxx®, iTraxx® and CDX® are trademarks of S&P Global, Inc. or its affiliates (“S&P”); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (“Dow Jones”). It is not possible to invest directly in an index. Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, “S&P Dow Jones Indices”). S&P Dow Jones Indices makes no any representation or warranty, express or implied, to the owners of the Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance or any member of the public regarding the advisability of investing in securities generally or in Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance particularly or the ability of the S&P 500® to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Cathay Life Insurance with respect to the S&P 500® is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P 500® is determined, composed and calculated by S&P Dow Jones Indices without regard to Cathay Life Insurance or the Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance. S&P Dow Jones Indices have no obligation to take the needs of Cathay Life Insurance or the owners of Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance into consideration in determining, composing or calculating the S&P 500®. S&P Dow Jones Indices have no obligation or liability in connection with the administration, marketing or trading of Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance. There is no assurance that investment products based on the S&P 500® will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment adviser, commodity trading advisory, commodity pool operator, broker dealer, fiduciary, promoter” (as defined in the Investment Company Act of 1940, as amended), “expert” as enumerated within 15 U.S.C. § 77k(a) or tax advisor. Inclusion of a security, commodity, crypto currency or other asset within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, commodity, crypto currency or other asset, nor is it considered to be investment advice or commodity trading advice.

S&P DOW JONES INDICES DOES NOT GUARANTEES THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P 500® OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY CATHAY LIFE INSURANCE, OWNERS OF THE Cathay Life OIU Zhi-Xiang-Ying USD Indexed Universal Life Insurance, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. S&P DOW JONES INDICES HAS NOT REVIEWED, PREPARED AND/OR CERTIFIED ANY PORTION OF, NOR DOES S&P DOW JONES INDICES HAVE ANY CONTROL OVER, THE LICENSEE PRODUCT REGISTRATION STATEMENT, PROSPECTUS OR OTHER OFFERING MATERIALS. THERE ARE NO THIRD-PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND CATHAY LIFE INSURANCE, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

附件三：指數連結收益率計算公式

$$\text{Min}(\text{Max}\left(\frac{\text{連結結算日之指數價格} - \text{連結起始日之指數價格}}{\text{連結起始日之指數價格}}, 0\right) \times \text{指數參與率, 收益率上限})$$

**連結起始日之指數價格：**係指首次連結起始日或各連結週年日該日之連結指數收盤價。若當日非連結指數評價日者，則該連結起始日之指數價格改以該日次一個連結指數評價日之指數收盤價計算。

**連結結算日之指數價格：**係指各連結結算日該日之連結指數收盤價。若當日非連結指數評價日者，則該連結結算日之指數價格改以該日前一個連結指數評價日之指數收盤價計算。

**指數參與率、收益率上限：**係指本公司於公告日公告，適用於本契約計算指數連結收益率之相關條件。

**Annex III: Index-Linked Rate of Return to be calculated:**

$$\text{Min}(\text{Max}\left(\frac{\text{the Index price on the Linked Settlement Date} - \text{the Index price on the Linked Initial Date}}{\text{the Index price on the Linked Initial Date}}, 0\right) \times \text{index participation rate, return cap})$$

The price of Index on the Linked Initial Date: refers to the closing price of the Linked-Index on the first Linked Initial Date or that of each Linked Anniversary. The closing price of the Index on the Linked Initial Date will be calculated based on the closing price of the Index on the following Linked-Index Valuation Day if it is not a Linked-Index Valuation Day.

The price of Index on the Linked Settlement Date: refers to the closing price of the Linked-Index on each settlement date. The closing price of the Index on the Linked Settlement Date will be calculated based on the closing price of the Index on the preceding Linked-Index Valuation Day if it is not a Linked-Index Valuation Day.

The index participation rate and the return cap: refers to the relevant conditions applicable in calculating the Index-Linked Rate of Return under this Contract since published by the Company on the Declared Date.

附表一：本契約相關費用

Appendix I: Fees and Charges

一、保險公司收取之相關費用一覽表

Table of Fees and Charges (for Insurance Company)

(單位：美元或%)

(Unit: USD or %)

費用項目 (Items)	收取標準 (Charge)																										
一、保費費用(Policy Fee)	10%																										
二、保險成本(Cost of Insurance)	詳如附表二，每年收取的保險成本原則上逐年增加。 Please refer to Appendix II. Cost Of Insurance will increase every year in principle.																										
三、解約費用(Surrender Charge)	<p>為本公司給付解約金或部分提領金額時所扣除之費用，按下列公式計算： Surrender Charge means the charge deducted by the Company at payment of surrender value or Partial Withdrawal, to be calculated as follows:</p> <p>一、給付解約金：(Payment of Surrender value) 「申請解約之次一個營業日的保單價值準備金」×「申請解約時之保單年度解約費用率」。(“Policy Value Reserve as of the next business day following the surrender application” × “Surrender Charge Rate applicable to the policy year at the time of the application”)</p> <p>二、給付部分提領金額：(Payment of Partial Withdrawal) 「部分提領金額」×「申請部分提領時之保單年度解約費用率」。(“Partial Withdrawal amount” x “Surrender Charge Rate applicable to the policy year at the time of the Partial Withdrawal application”)</p> <p>各保單年度之解約費用率如下表： The Surrender Charge Rate applicable to respective policy year is as follows:</p> <table border="1"> <thead> <tr> <th>保單年度 (Policy Year)</th> <th>解約費用率 (Surrender Charge Rate)</th> </tr> </thead> <tbody> <tr> <td>第 1 年 The 1<sup>st</sup> year</td> <td>25%</td> </tr> <tr> <td>第 2 年 The 2<sup>nd</sup> year</td> <td>25%</td> </tr> <tr> <td>第 3 年 The 3<sup>rd</sup> year</td> <td>25%</td> </tr> <tr> <td>第 4 年 The 4<sup>th</sup> year</td> <td>25%</td> </tr> <tr> <td>第 5 年 The 5<sup>th</sup> year</td> <td>25%</td> </tr> <tr> <td>第 6 年 The 6<sup>th</sup> year</td> <td>10%</td> </tr> <tr> <td>第 7 年 The 7<sup>th</sup> year</td> <td>9%</td> </tr> <tr> <td>第 8 年 The 8<sup>th</sup> year</td> <td>8%</td> </tr> <tr> <td>第 9 年 The 9<sup>th</sup> year</td> <td>7%</td> </tr> <tr> <td>第 10 年 The 10<sup>th</sup> year</td> <td>6%</td> </tr> <tr> <td>第 11 年 The 11<sup>th</sup> year</td> <td>5%</td> </tr> <tr> <td>第 12 年 The 12<sup>th</sup> year</td> <td>4%</td> </tr> </tbody> </table>	保單年度 (Policy Year)	解約費用率 (Surrender Charge Rate)	第 1 年 The 1 <sup>st</sup> year	25%	第 2 年 The 2 <sup>nd</sup> year	25%	第 3 年 The 3 <sup>rd</sup> year	25%	第 4 年 The 4 <sup>th</sup> year	25%	第 5 年 The 5 <sup>th</sup> year	25%	第 6 年 The 6 <sup>th</sup> year	10%	第 7 年 The 7 <sup>th</sup> year	9%	第 8 年 The 8 <sup>th</sup> year	8%	第 9 年 The 9 <sup>th</sup> year	7%	第 10 年 The 10 <sup>th</sup> year	6%	第 11 年 The 11 <sup>th</sup> year	5%	第 12 年 The 12 <sup>th</sup> year	4%
保單年度 (Policy Year)	解約費用率 (Surrender Charge Rate)																										
第 1 年 The 1 <sup>st</sup> year	25%																										
第 2 年 The 2 <sup>nd</sup> year	25%																										
第 3 年 The 3 <sup>rd</sup> year	25%																										
第 4 年 The 4 <sup>th</sup> year	25%																										
第 5 年 The 5 <sup>th</sup> year	25%																										
第 6 年 The 6 <sup>th</sup> year	10%																										
第 7 年 The 7 <sup>th</sup> year	9%																										
第 8 年 The 8 <sup>th</sup> year	8%																										
第 9 年 The 9 <sup>th</sup> year	7%																										
第 10 年 The 10 <sup>th</sup> year	6%																										
第 11 年 The 11 <sup>th</sup> year	5%																										
第 12 年 The 12 <sup>th</sup> year	4%																										

	第 13 年 The 13 <sup>th</sup> year	3%
	第 14 年 The 14 <sup>th</sup> year	2%
	第 15 年 The 15 <sup>th</sup> year	1%
	第 16 年及以後 The 16 <sup>th</sup> year and thereafter	0%
四、其他費用(Other Expenses)		
匯款相關費用（詳細請參考第十一條） (Relevant Remittance Charges: Please refer to Article 11.)		

樣  
張

附表二：保險成本費率表

Appendix II: Table of Cost Of Insurance

(單位：美元/每年每萬淨危險保額)

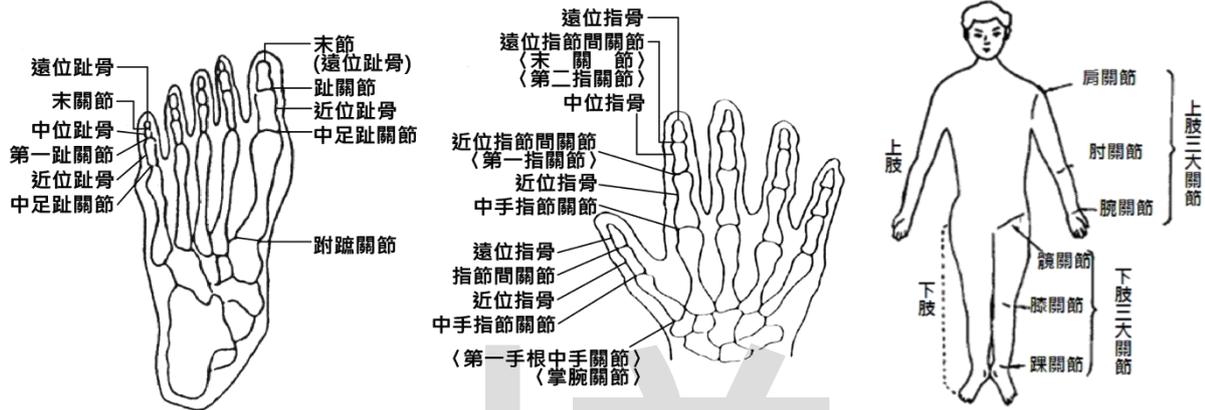
(Unit : Per 10,000 denominated in USD / Net Amount At Risk per year)

年齡 (Age)	男性 (Male)	女性 (Female)	年齡 (Age)	男性 (Male)	女性 (Female)
18	5.330	2.197	62	111.930	50.934
19	5.655	2.353	63	120.679	55.640
20	5.616	2.314	64	130.520	61.061
21	5.811	2.431	65	146.419	72.787
22	5.967	2.548	66	159.029	79.924
23	6.058	2.639	67	173.511	88.218
24	6.136	2.717	68	189.969	97.760
25	6.448	3.120	69	208.442	108.680
26	6.552	3.237	70	240.604	126.282
27	6.734	3.380	71	262.938	140.413
28	6.994	3.575	72	287.430	156.559
29	7.345	3.809	73	314.171	174.876
30	8.541	4.069	74	343.473	195.559
31	9.074	4.355	75	372.892	212.290
32	9.737	4.654	76	408.187	238.108
33	10.504	4.979	77	447.109	266.994
34	11.401	5.317	78	489.918	299.169
35	12.701	5.746	79	536.679	334.880
36	13.819	6.162	80	587.327	374.231
37	15.080	6.630	81	641.927	417.482
38	16.484	7.150	82	700.947	465.231
39	18.018	7.722	83	765.011	518.193
40	19.864	8.502	84	835.042	577.421
41	21.658	9.178	85	912.015	643.994
42	23.569	9.919	86	996.827	719.043
43	25.636	10.699	87	1090.206	803.595
44	27.833	11.544	88	1189.539	898.521
45	31.421	13.221	89	1294.189	1004.705
46	33.891	14.196	90	1414.582	1123.018
47	36.517	15.236	91	1553.786	1254.487
48	39.299	16.367	92	1691.820	1400.282
49	42.250	17.576	93	1842.295	1561.677
50	45.006	18.512	94	2006.329	1739.933
51	48.308	19.864	95	2185.144	1936.636
52	51.831	21.294	96	2380.079	2153.346
53	55.588	22.789	97	2592.577	2391.571
54	59.605	24.388	98	2824.224	2652.728
55	65.780	28.015	99	3076.749	2938.377
56	70.408	29.965	100	3352.037	3249.714
57	75.426	32.175	101	3643.458	3587.883
58	80.886	34.684	102	3943.940	3953.482
59	86.814	37.531	103	4263.233	4347.135
60	96.993	43.199	104	4601.168	4768.439
61	104.065	46.800	105	4957.641	5216.510

附表三：完全失能程度表

Appendix III: Table of Total and Permanent Disability

上、下肢關節名稱說明圖



上、下肢關節名稱說明圖 (Illustration of Joint Names of Upper and Lower Limbs)

<p>左圖：</p> <p>遠位趾骨 (Distal Phalanx of Toe)</p> <p>末關節 (Distal Interphalangeal Joint)</p> <p>中位趾骨 (Middle Phalanx of Toe)</p> <p>第一趾關節 (First Interphalangeal Joint)</p> <p>近位趾骨 (Proximal Phalanx of Toe)</p> <p>中足趾關節 (Metatarsophalangeal Joint)</p> <p>跗蹠關節 (Tarsometatarsal Joint)</p> <p>末節 (Distal Segment/Phalanx)</p> <p>趾關節 (Interphalangeal Joint of Toe)</p> <p>近位趾骨 (Proximal Phalanx of Toe)</p> <p>中足趾關節 (Metatarsophalangeal Joint)</p>	<p>中圖：</p> <p>遠位指骨 (Distal Phalanx of Finger)</p> <p>遠位指節間關節 (Distal Interphalangeal Joint)</p> <p>〈末關節〉 (Distal Joint/Segment)</p> <p>〈第二指關節〉 (Second Finger Joint)</p> <p>中位指骨 (Middle Phalanx of Finger)</p> <p>近位指節間關節 (Proximal Interphalangeal Joint)</p> <p>〈第一指關節〉 (First Finger Joint)</p> <p>近位指骨 (Proximal Phalanx of Finger)</p> <p>中手指節關節 (Metacarpophalangeal Joint)</p> <p>遠位指骨 (Distal Phalanx of Finger)</p> <p>指節間關節 (Interphalangeal Joint of Finger)</p> <p>近位指骨 (Proximal Phalanx of Finger)</p> <p>中手指節關節 (Metacarpophalangeal Joint)</p> <p>〈第一掌根中手關節〉 (First Carpometacarpal Joint)</p> <p>〈掌腕關節〉 (Carpal Joint / Wrist Joint)</p>	<p>右圖：</p> <p>上肢 (Upper Limb)</p> <p>上肢三大關節 (Three Major Joints of Upper Limb)</p> <p>肩關節 (Shoulder Joint)</p> <p>肘關節 (Elbow Joint)</p> <p>腕關節 (Wrist Joint)</p> <p>下肢 (Lower Limb)</p> <p>下肢三大關節 (Three Major Joints of Lower Limb)</p> <p>髖關節 (Hip Joint)</p> <p>膝關節 (Knee Joint)</p> <p>踝關節 (Ankle Joint)</p>
--	--	--

項別	失能程度
Item	Description of Disability
一	雙目均失明者。(註1)

1	Total and permanent irremediable blindness in both eyes. (Note 1)
二	兩上肢腕關節缺失者或兩下肢足踝關節缺失者。
2	Loss of two wrists or two ankles.
三	一上肢腕關節及一下肢足踝關節缺失者。
3	Loss of one wrist and one ankle.
四	一目失明及一上肢腕關節缺失者或一目失明及一下肢足踝關節缺失者。
4	Blindness in one eye and loss of one wrist or one ankle.
五	永久喪失咀嚼（註2）或言語（註3）之機能者。
5	Permanent loss of the ability of chewing (Note 2) or speech (Note 3).
六	四肢機能永久完全喪失者。（註4）
6	Total and permanent loss of functions of all four limbs. (Note 4)
七	中樞神經系統機能遺存極度障害或胸、腹部臟器機能遺存極度障害，終身不能從事任何工作，經常需醫療護理或專人周密照護者。（註5）
7	Loss or extreme impairment of functions of the central nervous system or the chest/abdominal organs so that the insured is permanently unable to work / hold a job, and medical treatment or special care is frequently required. (Note 5)

註：

1. 失明的認定

(1) 視力的測定，依據萬國式視力表，兩眼個別依矯正視力測定之。

(2) 失明係指視力永久在萬國式視力表零點零二以下而言。

(3) 以自傷害之日起經過六個月的治療為判定原則，但眼球摘出等明顯無法復原之情況，不在此限。

2. 喪失咀嚼之機能係指因器質障害或機能障害，以致不能作咀嚼運動，除流質食物外，不能攝取者。

3. 喪失言語之機能係指後列構成語言之口唇音、齒舌音、口蓋音、喉頭音等之四種語音機能中，有三種以上不能構音者。

4. 所謂機能永久完全喪失係指經六個月以後其機能仍完全喪失者。

5. 因重度神經障害，為維持生命必要之日常生活活動，全須他人扶助者。

上述「為維持生命必要之日常生活活動」係指食物攝取、大小便始末、穿脫衣服、起居、步行、入浴等。

Notes:

Note 1 Determination of blindness:

1-1. Determination of sight is based on the corrected vision level of each eye pursuant to the Landolt Vision Screening Chart.

1-2. "Blindness" means the vision permanently tests at or below 0.02 as scaled by the Landolt Vision Screening Chart.

1-3. The determination shall be made based on the treatment over the 6-month period

since the day of injury, except in a case of obviously irrecoverable injury, such as extirpation of eyeballs.

Note 2 “Loss of function of chewing” shall mean inability to chew, except liquid food, because of organic or functional impairment that causes failure to chew.

Note 3 “Loss of function of speech” shall mean inability to articulate three or more of the four sounds, i.e. Labial, alveolar, palatal and velar sounds, contributing to the speech.

Note 4 “Total and permanent loss of functions” means that the total and permanent loss of functions remains the same after six months.

Note 5 The severe neurotic disorders cause the thorough dependency on others’ assistance in conducting activities of daily living being essential for surviving.

The "activities of daily living being essential for surviving" as stated above shall mean the activities of food ingestion, defecation and urination, dressing and undressing, getting in and out of bed, walking, and bathing etc.

張  
張