

Ref : Mv037/13 By Fax & By Email

To : Authorized Representatives of Life Insurance Members selling ILAS Products

cc : The Commissioner of Insurance

From : Roger Steel, Chairman, Life Insurance Council

Date : 22 April 2013

Subject : Updated Requirements Relating to the Sale of Investment Linked

Assurance Scheme ("ILAS") to Enhance Customer Protection

("Requirements")

We refer to the Members' Briefing held on 22 March 2013 and enclose herewith the whole set of the finalized Requirements for your adoption, consisting of the following documents:

- 1. HKFI Circular dated 22 April 2013: Updated Requirements Relating to the Sale of ILAS to Enhance Customer Protection
- 2. Appendix A: ILAS Product Sales Flow (New Application)
- 3. Appendix B: Financial Needs Analysis ("FNA") Form
- 4. Appendix C1: Important Facts Statement and the Applicant's Declarations (Complex charge structure version for upfront and surrender charges for business introduced

by insurance agents)

- Appendix C2: Important Facts Statement and the Applicant's Declarations (Simple charge structure version for upfront and surrender charges - for business introduced by insurance agents)
- 6. Appendix D1: Post-sale Call Content for Vulnerable Customers
- 7. Appendix D2: Post-sale Call Content for Non-Vulnerable Customers
- 8. Appendix E: Flow Chart ILAS Post-sale Call
- 9. Appendix F1: Notification letter to the customer (who have given uncertain replies but could
  - not be reached again at subsequent follow-up calls)
- 10. Appendix F2: Notification letter to the customer (for unreachable customers at the first

instance)

11. Appendix G: Point of sale Audio Recording Script



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Member Companies selling ILAS products are required to implement the Requirements described in the circular as soon as practicable, and in any event <u>no later than 30 June 2013</u>.

Being the self-regulatory body of the insurance industry in Hong Kong, we owe it to the insuring public to ensure all the consumer protection mechanisms are observed and followed through by insurers and their intermediaries. In this regard, we remind all Member Companies that, among others, special attention should be paid to the proper sequence of sales process, the importance of providing the required documents to the client and clear explanation of the charges and risk involved. Training for intermediaries and staff in these updated Requirements should be reinforced.

Member Companies will have noted that the involved regulators intend to conduct further rounds of Mystery Shopping, and are therefore advised to ensure that the Requirements are seriously followed through in the sales of their ILAS products including in particular that all relevant documents are properly completed and retained on file.

On this important subject, we count on Members' unwavering support and effort to reinforce the confidence of the consuming public in our industry and in ILAS products.

RS/SL/JW/sw

Encl. 58 pgs incl. this cover

# <u>Subject: Updated Requirements Relating to the Sale of Investment Linked</u> Assurance Scheme ("ILAS") to Enhance Customer Protection

# 1 Background

This Circular supersedes the note issued on 25 January 2011 pertaining to the Sale of Investment Linked Assurance Scheme ("ILAS") issued by the Life Insurance Council of the Hong Kong Federation of Insurers ("HKFI"). The Insurance Authority considers it necessary for these requirements to be enhanced to protect further ILAS customers.

# 2 Purpose

The purpose of these updated requirements ("Requirements") is summarised below:

- i. To ensure that the suitability assessment of prospective ILAS applicants has been carried out before recommendation of an ILAS product;
- ii. To ensure that the product features, charges and fees, the product and investment risk have been clearly explained to the prospective applicant before fulfilment;
- iii. To ensure that all necessary product and marketing documents have been provided to the prospective applicant before fulfilment; and
- iv. To ensure that the sales process for the purchase of an ILAS product has been done in the correct order, with an FNA and RPQ at the heart of the process.

#### 3 Effective date

Member Companies which sell ILAS products are required to implement the Requirements as soon as practicable and in any event **no later than 30 June 2013**.

# 4 Requirements

# 4.1 Proper Sales Process

The intermediary must follow the proper ILAS sales process. This ensures that the key steps have been carried out to ensure the Customer Suitability Assessment, including the completion of the Financial Needs Analysis and Risk Profile Questionnaire - as set out in 4.2 and 4.3 respectively below - of the prospective ILAS applicant is conducted before the recommendation of any ILAS product. The recommended ILAS sales process has been set out in Appendix A (Investment-Linked Assurance Scheme ("ILAS") Product Sales Flow (New Application)).

# 4.2 Financial Needs Analysis

Every application for an ILAS product must be accompanied by a financial needs analysis ("FNA") form. The FNA must include all the questions and multiple choice options in the suggested FNA form as set out in Appendix B. Member Companies may modify the FNA to include additional questions and/or multiple choice options as set out in Appendix B.

Neither Member Companies nor customers can opt out of the FNA. That would defeat the objective of this initiative. If a customer chooses to deviate in any respect from the FNA process he/she must confirm their reason(s) in writing. The FNA form is designed to accommodate this (See Appendix B). It is stressed that "tick boxes" indicating non-compliance with the FNA requirement are not permissible. The customer(s) must set out their specific reason(s) in their own handwriting.

The FNA may be either presented as a separate form, or included as a section within another point-of-sale document such as the application form; but whichever option is adopted, the

FNA must be clearly identified as a "Financial Needs Analysis" or an appropriate set of words that clearly conveys the document's purpose and must be signed and dated by the applicant(s).

#### 4.3 Risk Profile Questionnaire

Every application for an ILAS product must include, or be accompanied by a Risk Profile Questionnaire ("RPQ"). The purpose of the RPQ is to assess a customer's investment risk appetite and determine if a particular product and its underlying investment choices (if any) are suitable. The form of the RPQ should include, as a minimum, questions covering the following areas:

- 1) investment objectives;
- 2) preferred investment horizon;
- 3) risk tolerance; and
- 4) financial circumstances.

However, there is no need to duplicate FNA questions in the RPQ. Member Companies must also exercise extra care when selling ILAS products to "Vulnerable Customers" i.e. the elderly or unsophisticated customers or those who may not be able to make independent investment decisions on complex investment products; particularly ILAS products with long maturity periods or which attract heavy penalties on early redemption or withdrawal.

The treatment of customers choosing to deviate in any respect from the RPQ process is identical to the FNA requirement described in section 4.2 above.

Every application for an ILAS product must include the RPQ, which may be either presented as a separate form, or included as a section within another point-of-sale document such as the application form; but whichever option is adopted the RPQ must be clearly identified as a "Risk Profile Questionnaire" or an appropriate set of words that clearly conveys the document's purpose and must be signed and dated by the applicant(s).

# 4.4 Important Facts Statement (New Requirement) and Applicant's Declaration

Every application (new or top-up) for an ILAS product must now include, or be accompanied by, an Important Facts Statement ("IFS") in the templates shown in Appendices C1 and C2. It should be noted that the Applicant's Declaration ("AD") which was previously contained in the Application Form should now be located in this document. There are no changes to the AD and where different versions were provided for agency and broker, this practice remains unchanged.

The "General Principles" in <u>structuring</u> the IFS are as follows:

- The general principle is that the template should be adopted in terms of structure, groupings and signatures but companies have the latitude to amend wordings to reflect accurately their specific products and its features;
- The IFS is a document required by the Insurance Authority ("IA") for all ILAS sales and will be subject to their audit. It is not a marketing document and does not therefore require the approval of the Securities and Futures Commission ("SFC");
- The intent of the IFS charges disclosure is to simply yet comprehensively demonstrate to the customer the combined impact of all fees and charges which may be incurred;

- We expect insurers to respect the principles, intention and spirit of the IFS and be accountable for any major deviations. It is not planned that the IFS will require preauthorisation by the IA but it will be subject to its audit at a later date;
- The whole content of the IFS has to be placed in a very distinct manner and at the forefront of the AD/IFS.
- The "Statement of Purpose" must remain free format; pre-set options will not be acceptable in any circumstance.
- Insurers have the duty to ensure that information contained in the IFS accurately reflects the information of the ILAS product in question.
- The HKMA may direct its members (banks) for its specific, additional requirements in relation to the IFS.

# **IFS Versions**

- Fundamentally, there are two versions of the IFS to reflect the complexity of the Fees & Charges of the specific product being sold;
- These versions are referred to as "Simple" and "Complex". It is the Member Company's responsibility to match the more appropriate IFS with its associated information, i.e. details of the fees and charges, to the ILAS product being sold;
- For ILAS products with "complex" charging structure, it is recognized that these may be tenure-specific and that a table highlighting all charges could be applied. Where an "all encompassing" table is applied showing all tenure specific charges, the intermediary would be required to highlight the specific charge in the table that applies to that tenure; alternatively, delete the ones that do not apply;
- The IFS will also be channel specific to reflect the specific requirements/modifications required by each channel, i.e. agency, banks and brokers.

#### **Best Practice**

• It is strongly recommended that a copy of the signed IFS be given to the policyholder, the timing of which will depend on the current practice of the specific distribution channel that sold the policy.

#### Remuneration Disclosure Statement

- The IFS contains a statement (at paragraph 9 of Part I) that explains that remuneration will be payable, and advises the potential policyholder to ask the intermediary if more detail is required. Before the HKFI and the IA come up with a uniformed format of calculation and presentation, which will be addressed in Phase II of this exercise, insurers and their agents should disclose at least the basic commission rate(s) (e.g. the maximum or a range). Insurers may decide how the details are to be provided, but the legal and compliance departments of insurers and their agents should bear in mind the following principles when deciding on how to formulate their approach:
  - disclosure must be made and should not be refused;
  - the disclosure amount and / or methodology should be accurate, and not misleading to consumers;
  - it must be presented in a format that is clear and easy to understand;
  - a common approach should be taken for all products and customer groups; and

- failure to apply a fair and consistent methodology could result in the fit and proper status of an authorised individual being called into question.

### Completing the IFS

The rules for the completion of the IFS are as follows:

- 1) The applicant(s) must complete the IFS. They cannot opt-out of this requirement.
- 2) The applicant(s) must sign the declaration in "Section I: Disclosure Declaration" to confirm that they understand and accept the highlighted features of the product as well as to confirm that they have received a copy of the HKFI's Education Pamphlet entitled "Questions you need to ask before taking out an ILAS product".
  - a) If the product has any unusual features or risks such as (without limitation to) market value adjustment, foreign exchange risk, leverage, investment choices based on hedge funds, extensive use of derivatives other than for risk management purposes, or is for the purpose of the Capital Investment Entrant Scheme ("CIES"), then the intermediary must explain these to the full satisfaction and understanding of the applicant(s) prior to signing. All applicant(s) must sign and date at the bottom of "Section I: Disclosure Declaration".
- 3) The applicant(s) must then tick one out of box A, B or C in "Section III: Suitability Declaration".
  - a) Box A should be ticked where the intermediary and the applicant(s) agree that the product is suitable for the applicant(s), based on the information provided by the applicant(s) as part of the FNA and RPQ.
  - b) Box B should be ticked by the applicant(s) in situations where the applicant(s) is/are unwilling to disclose sufficient information for suitability to be assessed, or where it is assessed that the product may not be suitable for the applicant(s) based on the information disclosed in the FNA and RPQ. In addition, whenever box B is ticked, the applicant(s) must in their own handwriting provide sufficient explanation as to why they have decided to proceed with the application, notwithstanding that the product may not be suitable.
  - c) Box C should be ticked if the applicant(s) fails to comply with any part of the process, including but not limited to refusal to complete any or all parts of the FNA and RPQ, or the applicant(s) wish(es) to progress the sale on an "execution only" basis. The applicant(s) must set out their reason(s) and provide this in their own handwriting.
  - d) All applicant(s) must sign and date at the bottom of "Section III: Suitability Declaration".

Every application for an ILAS must include the IFS, which may be either presented as a separate form, or included as a section within another point-of-sale document such as the application form; but whichever option is adopted the IFS must be clearly identified as an "Important Facts Statement" or an appropriate set of words that clearly conveys the document's purpose and must be signed and dated by the applicant(s).

# 4.5 Suitability Check

Member Companies must establish operational controls to ensure that the FNA, RPQ and IFS are duly completed.

Member Companies must also establish a process to (i) verify whether the ILAS product sold, and key features such as the premium amount and term are considered suitable and affordable for the applicant(s) based on the information disclosed by the applicant(s), (ii) verify whether intermediaries have taken due account of the reasons/considerations set out by the client in the "Statement of Purpose" paragraph of the IFS, together with other relevant information, in assessing whether a particular ILAS product is suitable for the applicant(s), and (iii) deal appropriately with any exceptions as per section 4.6 below.

Special consideration is required where business is introduced by an insurance broker. It is important that in performing the Suitability Check and dealing with any exceptions as per Section 4.6 below, the applicant(s) fully understand that the Insurance Company is not responsible for the advice given by the insurance broker. To facilitate this differentiation, a specific set of Important Facts Statement must be prepared for this purpose and must be used for business introduced from this type of intermediary.

#### 4.6 Post-sale Controls

The Hong Kong Monetary Authority ("HKMA") has requested banks to make audio recordings of the ILAS sale. The Life Insurance Council of the HKFI considered that applying this recording requirement to other channels, such as agents and brokers, may not be practical "in the field". However, Member Companies can apply audio recordings in lieu of the Post Sale Call Requirement provided these are conducted in the Company's premises and that the appropriate protocols and processes are observed – See "Option B" later.

In view of protecting ILAS customers, Member Companies must implement the following controls for non-bancassurance ILAS sale (either in accordance with Option A or B below).

#### Option A: Post-sale Controls

- 1) Copies of the Product Key Facts Statement for the relevant ILAS product and the signed IFS and AD must be sent to the customer with the policy.
- 2) A notice (i) informing the customer that copies of the customer's FNA and RPQ are available for inspection and (ii) advising where and how the customer may access these documents must be sent with the policy to the customer. This applies to all customers irrespective of which box (A, B or C) is ticked in Section III of the IFS.
- 3) Not later than the 5<sup>th</sup> working day after the issue date of relevant ILAS policy, Member Companies must make reasonable efforts to complete and make audio recording of telephone calls with all customers to confirm their consent to both the suitability assessment as set out in Section 4.2 & 4.3 and IFS and AD.

4) To ensure compliance with the Post-sale Call requirements, Member Companies must follow an approved script. The HKFI issued a minimum set of questions which is required to be included in this script. (See Appendices D1 and D2) Nonetheless, Member Companies are entitled to develop their own version provided it includes at least those questions in Appendices D1 and D2. Two versions of the scripts for the Post-sale call are set out as Appendices D1 and D2 respectively for the following two categories of applicant(s):

Version A is applicable for (i) all "Vulnerable Customers" and (ii) all customers selecting either box B or C of Section III of Part II of the IFS and AD (See Appendix D1)

Version B is applicable for customers other than those meeting the criteria for Version A (See Appendix D2)

In determining who is a "Vulnerable Customer" to whom an appropriate Post-sale Call must be made, account must be taken of the following matters, including but not limited to:

- Age: a customer over 65 is a Vulnerable Customer;
- Level of education: a person whose education level is "primary level" or below is a Vulnerable Customer: and
- Financial means: a person who has "limited means" or no regular source of income or both is a Vulnerable Customer.
- 5) To guide the necessary actions in dealing with various situations or scenarios during the course of Post-sale Call conducted by the Member Companies, a flow chart "Flow chart ILAS Post-Sale Call" has been issued by the HKFI (See Appendix E).
- 6) In case of any uncertain replies by the customers during the Post-sale call, the Member Company must ask the relevant intermediary to follow up with the relevant customer in such circumstances. The Member Company must conduct follow-up calls within the next 5 working days to clear the uncertain areas. In case the customer could not be reached or the follow-up call could not be completed properly, the Member Company must send a notification letter to the customer citing the key areas of concern. Such letter should also set out the means for the customer to contact the Member Company for any disagreement on the points set out. The sample notification letter is provided in Appendix F1. For easy reading, the font size must be at least 12.
- 7) In case the customer could not be reached or the follow-up call could not be completed properly, the Member Company must send a notification letter to the customer in which the key areas are drawn to their attention. Such letter should also set out the means for the customer to contact the Member Company for any disagreement on the points set out. The sample notification letter is provided in Appendix F2.
- 8) At the end of each Post-sale Call (including initial and any follow-up calls), the Member Company should advise the customer about the expiry date of the cooling-off period.

9) As per the guidelines of Privacy Commissioner, the recordings of calls should be kept during the period in which the concerned person is a policyholder and for a period of 7 years from the date on which the policy expires or terminates. In the event that the policy is not proceeded with, such recordings of calls should be kept for a period of 2 years before being erased.

### Option B: Point-of-sale Audio Recording

Member Companies are allowed to adopt Point-of-sale Audio Recording ("PSAR") in lieu of Post-sale Call at their discretion for any cases of ILAS applications provided that the following requirements are met:

- 1) The PSAR must be conducted in the office of the Member Company;
- 2) An employee of the insurer must attend, manage and witness the whole PSAR process. Such employee should have no conflict of interest with the sales of the relevant ILAS policy, e.g. he/she will not earn, receive or be rewarded with any compensation directly due to the sale of the relevant ILAS policy
- 3) Either of the following approaches can be adopted for the PSAR:

# Approach 1: To be conducted by an employee on site Once the ILAS sales process has been completed and all necessary forms, documents, application have been completed and signed by the applicant, the employee will activate an audio recording device to conduct the PSAR in accordance with the prescribed PSAR script – See Appendix G.

# Approach 2: To be conducted by call centre employee

If the ILAS sale is conducted at the Member Company's offices but no audio recording devices are available, on the completion of the ILAS sales process all fulfilment documents will be passed to the Insurer's call centre staff who will call the applicant and conduct the PSAR (see Appendix G) over the telephone. The whole discussion will be recorded.

- 4) The questions to be asked must follow the Point-of-sale Audio Recording Script issued by the HKFI (See Appendix G)
- As per the guidelines of Privacy Commissioner, the recordings of calls for policies which <a href="https://have.been.successfully">have been successfully</a> issued should be kept during the period of the policies and for a period of 7 years from the date on which the policies expire or terminate. In the event that a concerned policy <a href="mailto:iss not taken up">iss not taken up</a>, such recording should be kept for a period of 2 years before being erased.

After proper completion of the PSAR, the Member Company is not required to conduct the Post-sale Call to the relevant applicant.

# 4.7 Certification of Copies of FNA and RPQ

Instead of receiving the original signed copies of FNA and RPQ, Member Companies are permitted to accept copies of the above documents provided they are appropriately certified

for business introduced by banks and insurance brokers. In respect of business introduced by banks, the copies should be certified by the relevant bank branch manager and bear the bank's chop. For business introduced by insurance brokers, the copies should be certified by the Responsible Officer designated by the authorized representative of the insurance broker.

**N.B.** As the IFS is product related, the <u>original</u> signed document must be returned and retained by the Member Company. In no circumstances should a certified copy from an intermediary be acceptable.

# 5 Updated ILAS Education Pamphlet entitled "Questions you need to ask before taking out an ILAS product"

In the interests of improving customer education, the HKFI has published an education pamphlet entitled "Questions you need to ask before taking out an ILAS product" in January 2011. This pamphlet is available from the HKFI's website at <a href="www.hkfi.org.hk">www.hkfi.org.hk</a>. This pamphlet must be distributed to potential policyholders of ILAS products at the point-of-sale in accordance with section 4.1 above. It should be noted that this document is in the process of being updated to reflect changes arising from this Circular.

#### 6 Summary

Member Companies must maintain robust internal procedures to ensure they strictly comply with this Circular. Member Companies (and their management, directors and controllers) who deliberately breach any aspect of the Circular may no longer satisfy the "fit and proper" requirement under the Insurance Companies Ordinance and may be liable to regulatory action.

# APPENDIX A: (Investment-Linked Assurance Scheme ("ILAS") Product Sales Flow (New Application)

# Investment-Linked Assurance Scheme ("ILAS") Product Sales Flow (New Application)

Step 1: Customer Suitability Assessment

Assist the potential customer to complete:

- 1. Financial Needs Analysis
- 2. Risk Profile Questionnaire

Step 2: If the analysis result indicates that the potential customer has investment needs and his/her personal and financial circumstances may be suitable for investing ILAS product(s), then insurance intermediary may propose the potential customer to consider suitable ILAS product(s)

Provide the potential customer with the HKFI Education Pamphlet entitled "Questions you need to ask before taking out an ILAS product"

Recommend the potential customer to consider the suitable ILAS product and provide him/her with the following documents. Insurance intermediary must explain the product features and its potential risks to the potential customer. The documents must include:

- 1) Product Brochure
- 2) Product Key Facts Statement 3) Investment Choice Brochure
- 4) Illustration Document

If the potential customer is not interested in the recommended product, insurance intermediary may recommend potential customer to consider other suitable product

Step 3: If the potential customer requests to make an application, insurance intermediary should handle the application processes.

- 3.1 Distribute the Illustration Document: Explain the contents of the Illustration Document before assisting the potential customer to fill in the Application Form
- 3.2 Explain to and assist the potential customer to complete the Important Facts Statement and Applicant's Declaration

3.3 Assist the potential customer to complete the application documents as required by the insurer, including Application Form for relevant ILAS product and other documents deemed necessary.

After explaining the contents and relevant provisions, the potential customer must sign the application documents as evidence of acknowledgement.

Step 4: The intermediary to inform the potential customer that there will be a post-sales call to be conducted by staff of the insurer. The objective of this call is to protect the interest of potential customer.

Attention: The above sales flow is not exhaustive and it only sets out the key steps regarding ILAS sales. For details, please refer to the latest circulars issued by HKFI, relevant regulators and the insurer. Please take note that HKFI may issue other regulatory guidance from time to time in the future.

# APPENDIX B: Financial Needs Analysis ("FNA") Form

The following questions form the minimum required contents of the FNA form:

1.	What are your purposes of buying our product? (tick one or more)  □ Life Protection □ Savings □ Investment □ Accident □ Retirement □ Education □ Health Protection □ Capital Investment Entrant Scheme ("CIES") □ Others (Please specify)
2.	What is your target horizon for insurance policy/investment-linked assurance scheme? (tick one)
	□ < 1 year □ 1-5 years □ 6-10 years □ 11-20 years
3.	Your capacity to pay premiums for insurance or to contribute to investments:
	<ul> <li>a. What is your average monthly income from all sources in the past 2 years? (tick one or more) <ol> <li>i. □ Specific amount: Not less than HK\$ per month</li> <li>or ii. □ In the following range:</li> <li>a) □ less than HK\$4,000</li> <li>b) □ HK\$4,001 - HK\$9,999</li> <li>c) □ HK\$10,000 - HK\$19,999</li> <li>d) □ HK\$20,000 - HK\$49,999</li> <li>e) □ HK\$50,000 - HK\$100,000</li> <li>f) □ over HK\$100,000.</li> </ol> </li> <li>b. What is your approximate current accumulative amount of liquid assets?</li> </ul>
	Please specify type and amount: Type : [HK\$]  Note: Liquid assets are assets which may be easily turned into cash, for example, cash, money in bank accounts, money market accounts, actively traded stocks, bonds and mutual funds and US Treasury bills. However, real estate, coin collection and artwork are not considered to be liquid assets.
	<ul> <li>c. For how long are you able to contribute to an insurance policy and/or investment plan? (tick one)</li> <li>□ &lt; 1 year</li> <li>□ 1-5 years</li> <li>□ 6-10 years</li> <li>□ 11-20 years</li> <li>□ &gt; 20 Years</li> </ul>
	<ul> <li>d. Approximately what percentage of your income would you be able to use to pay your monthly premium for the entire term of the insurance policy/investment plan in (c) above? (tick one)</li> <li>i) □ 10% - 20%</li> <li>ii) □ 21% - 30%</li> <li>iii) □ 31% - 50%</li> <li>iv) □ &gt;50%</li> </ul>

nsidering your ability to make payments, what	are your sources or runds?
one or more)	
□ salary	
□ income	
□ savings	
☐ income from other investments	
☐ accumulative savings & investments	
□ others (Please specify	)
e to deviate in any respect from the FNA proces writing.	ss, you must indicate your
must complete explanation in <u>own</u> handwritin	ng in this box.)
 Applicant's Signature	- Date
<u> </u>	one or more)  salary income savings income from other investments accumulative savings & investments others (Please specify to deviate in any respect from the FNA procestring.

Note: You are required to inform us (the insurance company) if there is any substantial change of information provided in this form before the policy is issued.

APPENDIX C1: Important Facts Statement and the Applicant's Declarations (Complex charge structure version for upfront and surrender charges - for business introduced by insurance agents)

# IMPORTANT FACTS STATEMENT AND APPLICANT'S DECLARATIONS INVESTMENT-LINKED ASSURANCE SCHEME ("ILAS") POLICY

[Name of insurer] Name of the ILAS Policy:

#### PART I - IMPORTANT FACTS STATEMENT

You should carefully consider the information in this statement and the product documents (including the Principal Brochure, Product Key Facts Statement, and the Illustration Document). If you do not understand any of the following paragraphs or do not agree to that particular paragraph or what your intermediary has told you is different from what you have read in this statement, please do not sign the confirmation and do not purchase the ILAS policy.

You may request the Chinese version of this statement from your intermediary. 閣下可向銷售的中介人索取中文版本。

	SOME IMPORTANT FACTS YOU SHOULD KNOW
(1)	Statement of Purpose: Please set out your reasons/considerations for procuring this ILAS policy. The intermediary is required to take due account of the reasons/considerations set out by you, together with other relevant information, in assessing whether a particular ILAS policy is suitable for you.
(2)	<u>Cooling-off period:</u> You have the right to cancel this ILAS policy and get back your original investments (subject to market value adjustment) within the cooling-off period, which is 21 days after the delivery of the policy or issue of a notice to you or your representative, whichever is the earlier. For details of how you can exercise this right, please refer to the application form.
(3) No ownership of assets and no guarantee for investment returns: You do not have or ownership over any of the underlying/reference investment assets of this ILAS recourse is against [pre-printed name of the insurer] only. You are subject to the credit printed name of the insurer]. Investment returns are not guaranteed.	
	I confirm that I have read and understood and agree to be bound by paragraphs (1), (2), and (3) above.
	Applicant's Name Applicant's Signature Date

- (4) Long-term features (delete wherever inapplicable):
  - (a) <u>Upfront charges:</u> An upfront charge will be deducted upfront from the premiums you pay as charges and will not be available for investment. This means that the remaining amount of premiums available for investment will be lower than your premiums paid. The upfront charge is calculated as follows:

Upfront Charge = Premiums received X Upfront Charge %

Policy year	<u>Upfront charge %</u>	% of premium received available for
		investment after upfront charge
1	A%	(100 - A)%
2	В%	(100 - B)%
3	C%	(100 - C)%
4	D%	(100 - D)%
5		••••

**Early surrender / withdrawal charges:** You will be subject to an **early surrender or withdrawal charge** and **possible loss of entitlement to bonuses**, if policy termination or surrender, partial withdrawal, or suspension of or reduction in premium payment occurs within a prescribed period before the end of the policy term. The Early Termination Charge is calculated as follows:

Early Termination Charge = Account Value withdrawn/surrendered/lapsed X Early Termination Charge %

Policy year	Early Termination Charge %
1	A%
2	$\mathrm{B}\%$
3	C%
4	D%
5	••••

- (c) <u>Loyalty bonuses:</u> You will be entitled to a loyalty or special bonus if you meet certain conditions. For details, please refer to the product documents of this ILAS policy.
- (5) <u>Fees and charges:</u> Some fees/charges will be deducted from the premiums you pay and/or your ILAS policy value, and will reduce the amount available for investment. Accordingly, the return on your ILAS policy as a whole may considerably be lower than the return of the underlying/reference funds you selected. For details, please refer to the product documents of this ILAS policy.

I confirm that I have read and understood and agree to be bound by paragraphs (4) and (5) above. I understand and accept all the fees and charges, including the upfront charges and early surrender/withdrawal charges.

Applicant's Name	Applicant's Signature	Date

HKFI Circular: 22 April 2013 (HKFI)

(6)	<b>Switching of Investment:</b> If you switch your investment choices, you may be subject to a charge and your risk may be increased or decreased.	
(7)	<u>Premium holiday:</u> Please check with your intermediary and the product documents whether and under what specific conditions a premium holiday (during which premium payment is suspended) may be taken. If your ILAS policy allows a premium holiday, you should note that:	
	(a) Premium holiday means that you may temporarily suspend your regular premium payments. It does not mean that you are only required to make premium contribution during the initial contribution period.	
	(b) As all relevant fees and charges will continue to be deducted from your ILAS policy value during the premium holiday, <b>the value of your ILAS policy may be significantly reduced</b> .	
(8)	Risk of early termination: Your ILAS policy may be automatically early terminated and you could lose all your premiums paid and benefits accrued if any condition of automatic early termination is triggered. This may happen if you fail to make premium contribution (for regular premium payment), or if your policy has very low or negative value (e.g. poor investment performance, exercise of premium holiday), etc.	
Intermediaries' Remuneration: Although you may pay nothing to the intermediary who see recommends this ILAS policy to you, the intermediary will, in effect, receive remuneration which reduces be borne out of the charges you pay. Different products and different intermediaries may have differ forms of remuneration. Please consult your intermediary before taking up your ILAS policy if you wish to know more about the remuneration that the intermediary may receive in respect of your ILAS policy.		
	I confirm that I have read and understood and agree to be bound by paragraphs (6), (7), (8) and (9) above.	
	Applicant's Name Applicant's Signature Date	

#### PART II – APPLICANT'S DECLARATIONS

#### **Section I: Disclosure Declaration**

- I confirm that the insurance intermediary, (insert name and registration number of the relevant insurance agent), has conducted a Financial Needs Analysis and Risk Profiling for me.
- I have received, read and understood the following documents:
  - Principal Brochure
  - Product Key Facts Statement
  - Illustration Document
  - Pamphlet "Questions you need to ask before taking out an ILAS product"
  - # Investment Choice Brochure
  - # [Other documents provided]
- # I fully understand and accept the potential loss associated with any market value adjustment, where the insurer has the right and absolute discretion under certain situations (e.g. early policy surrender) to apply a downward / negative market value adjustment to the ILAS policy.

• # I confirm that this application is for the purpose of the Capital Investment Entrant Scheme.			
Applicant's Name	Applicant's Signature	Date	
Section II: Affordability Declaration (For regular premium payment)			
• I anticipate that my disposable payments for the entire payment	2	sufficient to pay the regular premium	
• I confirm that I am willing to pay	the premiums for the entire pa	yment term of the ILAS policy.	
Applicant's Name	Applicant's Signature	Date	

# delete as appropriate

# **Section III: Suitability Declaration**

I understand	and agree that (tick one only):
Α	the features and risk level of the ILAS policy and my selected mix of underlying investment choices are suitable for me based on my disclosed current needs and risk profile as indicated in the Financial Needs Analysis and Risk Profile Questionnaire.
OR	in the Financial Needs Analysis and Risk Plottie Questionnaire.
В	despite the fact that the features and/or risk level of the ILAS policy and/or my selected mix of underlying investment choices may not be suitable for me based on my disclosed current needs & risk profile as indicated in the Financial Needs Analysis and Risk Profile Questionnaire, I confirm that it is my intention and desire to proceed with my application(s) as explained below:
OR	(If Box B is ticked, Applicant must complete explanation in own handwriting in this box.)
С	despite the fact that I am required to complete the Financial Needs Analysis and Risk Profile Questionnaire to ensure that the ILAS policy to be purchased is suitable for me, I confirm that it is my intention and desire to proceed with my application(s) without complying with the said requirements for the reason(s) below:
	(If Box C is ticked, Applicant must complete explanation in own handwriting in this box.)
	Ige I should not purchase this ILAS policy and/or the selected mix of underlying investment ass I understand these and their suitability has been explained to me and that the final decision
Applicant	t's Name Applicant's Signature Date

#### **Notes:**

- 1. In this Statement & Declaration, the singular shall include the plural; the word "I" shall include "we"; & the word "my" shall include "our". For joint applicants, all applicants must sign all sections.
- 2. You are required to inform your insurance agent or us (the insurance company) if there is any substantial change of information provided in these Declarations before the policy is issued.

[For ILAS with <u>complex</u> charge structure for upfront and surrender charges]

附件C1

# <u>重要資料聲明書及投保人聲明書</u> 投資相連壽險計劃(投連壽險)保單

[承保人/公司] 投連壽險保單名稱:

第一部:重要資料聲明書

閣下應細閱本聲明書及產品文件(包括主要推銷刊物、產品資料概要及退保說明文件)。若閣下不明白、不同意以下聲明的任何一段、或此聲明內容與中介人的講述有 異,請勿簽署確認或投購此投連壽險保單。

閣下可向銷售的中介人索取英文版本。

You may request the English version of this statement from your intermediary.

此乃重要資料。閣下必須細閱
(1) 目標概要:請列出閣下投購此投連壽險保單的原因/考慮因素。中介人必須就閣下列明的原因及考慮因素,以及相關資料,一併評估此投連壽險保單是否適合閣下。
(2) <u>冷靜期</u> : <b>閣下有權在「冷靜期」內取消此投連壽險保單,</b> 並取回已繳保費(但須按市值調整計算),冷靜期的時段為保單交付閣下(或閣下之代表)或通知書發出予閣下(或閣下之代表)後起計的 21 天,以較先者為準。詳情請參閱投保申請書上的「冷靜期」權益聲明。
(3) <u>沒有資產擁有權及沒有投資回報保證</u> :對於此投連壽險保單的相關/參考投資資產,閣下均沒有任何權利或擁有權。任何追討賠償,只可向[承保人/公司] 提出,閣下亦須承擔[承保人/公司] 的信貸風險。投資回報並沒有保證。
本人現確認已閱讀及明白,並同意受以上第(1),(2)及(3)段約束。
投保人姓名      投保人簽署       日期

[For ILAS with <u>complex</u> charge structure for upfront and surrender charges]

- (4) 計劃的長期性質(如不適用可刪除):
  - (a) <u>前期收費</u>:前期收費會於保單的已繳付保費內即時扣除,有關款項將不會用 作投資。**換言之,可供投資的尚餘保費金額會少於已繳付的保費。**前期收費 的計算方法如下:

前期收費 = 已繳付保費 X 前期收費%

保單年期	前期收費%	已繳付保費在扣減前期收費後
		可用作投資的百分率(%)
1	A%	(100 - A)%
2	В%	(100 - B)%
3	C%	(100 - C)%
4	D%	(100 - D)%
5		•••

(b) <u>提早退保/提取保單款項的收費</u>:若閣下在保單期滿前的指定時限內終止保單、退保、提取部份保單款項、暫停繳交或調低供款額,均須支付**提早退保或提取保單款項的收費,並可能因此喪失獲得紅利的權利**。提前終止保單的收費計算方法如下:

提前終止保單收費 = 提取保單價值/退保價值/斷供保單價值 X 提前 終止保單收費%

保單年期	提前終止保單收費%
1	A%
2	В%
3	C%
4	D%
5	•••

- (c) <u>長期客戶獎賞</u>: 若閣下符合指定的要求,可享有長期客戶獎賞。詳情請參閱 此保單的產品計劃文件。
- (5) <u>費用及收費</u>:某些費用/收費將從閣下支付的保費及/或閣下所選取計劃的價值中扣減,有關費用及收費會減少可供投資的金額。因此,**閣下投連壽險保單的整體回報有可能遠低於閣下所選取的相關/參考基金的回報。**詳情請參閱此保單的產品計劃文件。

本人現確認已閱讀及明白,並同意受以上第(4)及(5)段約束。本人明白及接受所有費用及收費,包括前期收費及提早退保及提取保單款項的收費。

投保人姓名	投保人簽署	日期

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[For ILAS with	complex	cnarge	structure	тот и	ıpıronı	ana	surrena	er c	:narges
L -				,	TJ -				

	[For ILAS with <u>complex</u> charge structure for upfront and surrender charges]
(6) <u> </u>	<b>專換投資選項</b> :若閣下轉換投資選項,可能需要支付相關收費,而閣下所承受的投資風 愈亦有可能因而增加或減少。
(7) <u>.</u>	供款假期:請向中介人查詢及參閱產品計劃文件,以確定此保單是否設有供款假期(即 在此期間可暫停供款),以及可行使供款假期需符合的指定條件。若此保單設有供款假期,閣下必須注意以下事項:
	a) 供款假期指閣下可在該期間暫停供款, <b>但並不表示閣下只須在最初的供款期內繳付</b> <b>保費。</b>
	b) 由於在供款假期內所有費用及收費仍會繼續從閣下的投連壽險保單價值中扣除,因此, <b>閣下的投連壽險保單價值或會因此而大幅減少</b> 。
(8)	是早終止風險:若有任何啟動保單自動提早終止的情況出現, <b>閣下的保單或會被自動提早終止,而閣下亦會因此損失所有已付保費及累算權益。</b> 可能啟動保單自動提早終止的 情況包括:閣下未能定期支付保費,或閣下的保單總值處於十分低或負數的水平(例如:投資表現不理想或於行使供款假期後等)。
(9) <u>-</u>	中介人的酬勞:雖然閣下可能沒有向銷售/推介此投連壽險保單的中介人支付任何金碩,但中介人實際上會獲取酬勞,而酬勞可能來自閣下所支付的收費。不同的產品計劃以及不同的中介人類別或有不同的酬勞方式。 <b>閣下如欲進一步了解中介人就此投連壽險保單所收取的酬勞,請於投保前向閣下的中介人查詢。</b>
	本人現確認已閱讀及明白,並同意受以上第(6),(7),(8)及(9)段約束。
	投保人姓名     投保人簽署     日期

第二部	:	投保	人	聲明書
717	•	3/~ VIV.	/ \	<del></del>

# 甲部:披露聲明

- 本人確認保險中介人[中介人的姓名及登記編號]已為本人進行「財務需要分析」及「風 險承擔能力問卷」調查。
- 本人已收取,閱讀及明白以下文件:
  - 主要推銷刊物
  - 產品資料概要
  - 退保說明文件
  - 「購買投資相連壽險問多點知多點」小冊子
  - #「投資選擇」刊物
  - #[其他文件]
- #本人完全明白及同意承受可能因市場價格調整所引致的潛在損失,及[承保人/公司]在 一些特定的情况下(例如:提早退保),[承保人/公司]有權及擁有絕對的酌情權對投 連壽險保單的價值作出市值下調/負市值調整。
- #本人確認此申請的目的是「資本投資者入境計劃」。

投保人姓名	投保人簽署	日期	
‡乙部:負擔能力聲明(適用	於定期支付保費)		

# #

- 本人預計本人的可支配收入及/或儲蓄將足以支付此投連壽險保單的整段供款年期的 定期保費;以及
- 本人確認本人願意支付此投連壽險保單的整段供款年期的定期保費。

投保人姓名	投保人簽署	日期

#如不適用請刪除

丙部:適台	<del>-</del>	ith <u>c<b>omplex</b></u> charge structure for u	pfront and surrender charges]
本人明白並	拉同意(只可選一項)	:	
A		要分析」及「風險承擔能力問卷計劃之特色及其風險級別與本人	<del>-</del>
В	及投資風險概況, 此	務需要分析」及「風險承擔能力 比產品計劃之特色及/ 或風險級 合本人,但本人確認基於下述原	別及/ 或本人選擇的相關
或	(如選擇「B」項,	· 投保人必須 <b>親筆</b> 於此欄內提供。	原因。)
C		財務需要分析」及「風險承擔稅 本人確認基於下述原因,不遵從 險計劃:	<del>-</del>
	(如選擇「C」項,	,投保人必須 <b>親筆</b> 於此欄內提供。	原因。)
		比產品計劃和相關投資項目的選 本人不應投購此產品計劃。本人	
投保人如		投保人簽署	日期

#### 註釋:

- 1. 就重要資料聲明書及投保人聲明書而言, 單數等同複數;「本人」包括「我們」的涵義; 及「本人的」包括「我們的」的涵義。若為聯名投保人,所有投保人必須在所有部分内簽署。
- 2. 若重要資料聲明書及投保人聲明書上填報的資料有重大改變,閣下在保單未簽發前, 必須通知閣下的保險中介人或*承保人/*公司。

APPENDIX C2: Important Facts Statement and the Applicant's Declarations (Simple charge structure version for upfront and surrender charges - for business introduced by insurance agents)

# IMPORTANT FACTS STATEMENT AND APPLICANT'S DECLARATIONS INVESTMENT-LINKED ASSURANCE SCHEME ("ILAS") POLICY

[Name of insurer] Name of the ILAS Policy:

# PART I – IMPORTANT FACTS STATEMENT

You should carefully consider the information in this statement and the product documents (including the Principal Brochure, Product Key Facts Statement, and the Illustration Document). If you do not understand any of the following paragraphs or do not agree to that particular paragraph or what your intermediary has told you is different from what you have read in this statement, please do not sign the confirmation and do not purchase the ILAS policy.

COME IMPORTANT EACTO VOIL CHOLLED IZNOW

You may request the Chinese version of this statement from your intermediary. 閣下可向銷售的中介人索取中文版本。

SOME IMPORTANT FACTS TOU SHOULD KNOW	
(1) Statement of Purpose: Please set out your reasons/considerations for procuring this ILAS policy. The intermediary is required to take due account of the reasons/considerations set out by you, together with other relevant information, in assessing whether a particular ILAS policy is suitable for you.	
(2) <u>Cooling-off period:</u> You have the right to cancel this ILAS policy and get back your origin investments (subject to market value adjustment) within the cooling-off period, which is 21 days after the delivery of the policy or issue of a notice to you or your representative, whichever is the earlier. For details of how you can exercise this right, please refer to the application form.	ie
(3) No ownership of assets and no guarantee for investment returns: You do not have any rights to compare over any of the underlying/reference investment assets of this ILAS policy. You recourse is against [pre-printed name of the insurer] only. You are subject to the credit risk of [pre-printed name of the insurer]. Investment returns are not guaranteed.	ır
I confirm that I have read and understood and agree to be bound by paragraphs (1), (2), and (3) above	2.
Applicant's Name Applicant's Signature Date	-

HKFI Circular: 22 April 2013 (HKFI)

(4) <b>Long</b>	-term features (delete wherever inapplicable):
(a)	<u>Upfront charges:</u> [% Range] of the premiums you pay for the first [ ] policy years will be deducted upfront as charges and will not be available for investment. This means that the remaining amount of premiums available for investment may be as low as [ ]% of your premiums paid in this period.
<b>(b)</b>	<u>Early surrender / withdrawal charges:</u> You will be subject to an <u>early surrender or withdrawal charge</u> and <u>possible loss of entitlement to bonuses</u> , if policy termination or surrender, partial withdrawal, or suspension of or reduction in premium payment occurs within the initial [ ] years of the policy term.
(c)	<u>Loyalty bonuses:</u> You will be entitled to a loyalty or special bonus if you meet certain conditions. For details, please refer to the product documents of this ILAS policy.
policy ILAS	and charges: Some fees/charges will be deducted from the premiums you pay and/or your ILAS y value, and will reduce the amount available for investment. Accordingly, the return on your policy as a whole may considerably be lower than the return of the underlying/reference you selected. For details, please refer to the product documents of this ILAS policy.
. ,	<b>ching of Investment:</b> If you switch your investment choices, you may be subject to a charge and risk may be increased or decreased.
I un	nfirm that I have read and understood and agree to be bound by paragraphs (4), (5) and (6) above. derstand and accept all the fees and charges, including the upfront charges and early render/withdrawal charges.
Αŗ	pplicant's Name Applicant's Signature Date

HKFI Circular: 22 April 2013 (HKFI)

(7)	what	um holiday: Please check with your intermediary and the product documents whether and under specific conditions a premium holiday (during which premium payment is suspended) may be If your ILAS policy allows a premium holiday, you should note that:	
	(a)	Premium holiday means that you may temporarily suspend your regular premium payments. It does not mean that you are only required to make premium contribution during the initial contribution period.	
	(b)	As all relevant fees and charges will continue to be deducted from your ILAS policy value during the premium holiday, <b>the value of your ILAS policy may be significantly reduced</b> .	
(8)	lose a trigge if you	of early termination: Your ILAS policy may be automatically early terminated and you could be sometimed. This may happen if you fail to make premium contribution (for regular premium payment), or policy has very low or negative value (e.g. poor investment performance, exercise of premium y), etc.	
(9)	recombe bo forms wish	mediaries' Remuneration: Although you may pay nothing to the intermediary who sells/mends this ILAS policy to you, the intermediary will, in effect, receive remuneration which may ne out of the charges you pay. Different products and different intermediaries may have different of remuneration. Please consult your intermediary before taking up your ILAS policy if you to know more about the remuneration that the intermediary may receive in respect of your policy.	:
	I con	firm that I have read and understood and agree to be bound by paragraphs (7), (8) and (9) above.	
	Ap	olicant's Name Applicant's Signature Date	

#### PART II - APPLICANT'S DECLARATIONS

#### **Section I: Disclosure Declaration**

- I confirm that the insurance intermediary, (insert name and registration number of the relevant insurance agent), has conducted a Financial Needs Analysis and Risk Profiling for me.
- I have received, read and understood the following documents:
  - Principal Brochure
  - Product Key Facts Statement
  - Illustration Document
  - Pamphlet "Questions you need to ask before taking out an ILAS product"
  - # Investment Choice Brochure
  - # [Other documents provided]
- # I fully understand and accept the potential loss associated with any market value adjustment, where the insurer has the right and absolute discretion under certain situations (e.g. early policy surrender) to apply a downward / negative market value adjustment to the ILAS policy.

# I confirm that this application is for the purpose of the Capital Investment Entrant Scho			
Applicant's Name	Applicant's Signature	Date	
# Section II: Affordability D	Declaration (For regular premium pay	vment)	
1 1	sable income and/or savings is/are surment term of the ILAS policy; and	fficient to pay the regu	lar premium
I confirm that I am willing	to pay the premiums for the entire payn	nent term of the ILAS po	olicy.
Applicant's Name	Applicant's Signature	Date	

# delete as appropriate

# **Section III: Suitability Declaration**

I understand	and agree that (tick one only):
Α	the features and risk level of the ILAS policy and my selected mix of underlying investment choices are suitable for me based on my disclosed current needs and risk profile as indicated in the Financial Needs Analysis and Risk Profile Questionnaire.
OR	
В	despite the fact that the features and/or risk level of the ILAS policy and/or my selected mix of underlying investment choices may not be suitable for me based on my disclosed current needs & risk profile as indicated in the Financial Needs Analysis and Risk Profile Questionnaire, I confirm that it is my intention and desire to proceed with my application(s) as explained below:
OR	(If Box B is ticked, Applicant must complete explanation in <b>own</b> handwriting in this box.)
C	despite the fact that I am required to complete the Financial Needs Analysis and Risk Profile Questionnaire to ensure that the ILAS policy to be purchased is suitable for me, I confirm that it is my intention and desire to proceed with my application(s) without complying with the said requirements for the reason(s) below:
	(If Box C is ticked, Applicant must complete explanation in own handwriting in this box.)
	dge I should not purchase this ILAS policy and/or the selected mix of underlying investment ess I understand these and their suitability has been explained to me and that the final decision
Applicant	t's Name Applicant's Signature Date

#### **Notes:**

- 1. In this Statement & Declaration, the singular shall include the plural; the word "I" shall include "we"; & the word "my" shall include "our". For joint applicants, all applicants must sign all sections.
- 2. You are required to inform your insurance agent or us (the insurance company) if there is any substantial change of information provided in these Declarations before the policy is issued.

[For ILAS with <u>simple</u> charge structure for upfront and surrender charges]

附件 C2

# <u>重要資料聲明書及投保人聲明書</u> 投資相連壽險計劃(投連壽險)保單

[承保人/公司] 投連壽險保單名稱:

第一部: 重要資料聲明書

閣下應細閱此聲明書及產品文件(包括主要推銷刊物、產品資料概要及退保說明文件)。若閣下不明白、不同意以下聲明的任何一段、或跟此聲明內容與中介人的講述 有異,請勿簽署確認或投購此投連壽險保單。

**此乃重更多料 関下必須細則** 

閣下可向銷售的中介人索取英文版本。

You may request the English version of this statement from your intermediary.

此月里安貝州、街下边須緬園
 <b>目標概要</b> :請列出閣下投購此投連壽險保單的原因/考慮因素。中介人必須就閣下列明的原因及考慮因素,以及相關資料,一併評估此投連壽險保單是否適合閣下。
冷靜期: 閣下有權在「冷靜期」內取消此投連壽險保單,並取回已繳保費 (但須按市 值調整計算),冷靜期的時段為保單交付閣下(或閣下之代表)或通知書發出予閣下 (或閣下之代表)後起計的 21 天,以較先者為準。詳情請參閱投保申請書上的「冷 靜期」權益聲明。
 沒有資產擁有權及沒有投資回報保證:對於此投連壽險保單的相關/參考投資資產,閣下均沒有任何權利或擁有權。任何追討賠償,只可向[承保人/公司] 提出,閣下亦須承擔[承保人/公司] 的信貸風險。投資回報並沒有保證。 本人現確認已閱讀及明白,並同意受以上第(1),(2)及(3)段約束。

# [For ILAS with <u>simple</u> charge structure for upfront and surrender charges]

(4)	<b>計劃的長期性質</b> (如不適用可刪除):
	(a) <u>前期收費</u> :保單期首[]年的已繳付保費中的[%比率範圍],將會即時扣除用以 支付前期收費,有關款項將不會用作投資。換言之,可供投資的尚餘保費金 額,可能低過期內已繳付保費的[]%。
	(b) <u>提早退保/提取保單款項的收費</u> :若閣下在保單期的首[]年內終止保單、退保、提取部份保單款項、暫停繳交或調低供款,均須支付 <b>提早退保或提取保單款項的收費,並可能因此喪失獲得紅利的權利</b> 。
	(c) <u>長期客戶獎賞</u> :若閣下符合指定的要求,可享有長期客戶獎賞。詳情可參閱此 保單的產品計劃文件。
(5)	費用及收費:某些費用/收費將從閣下支付的保費及/或閣下所選取計劃的價值中扣減, 有關費用及收費會減少可供投資的金額。因此, <b>閣下的投連壽險保單的整體回報有可能</b> 遠低於閣下所選取的相關/參考基金的回報。詳情請參閱此保單的產品計劃文件。
(6)	<b>轉換投資選項</b> :若閣下轉換投資選項,可能需要支付相關收費,而閣下所承受的投資風險亦可能因而增加或減少。
	本人現確認已閱讀及明白,並同意受以上第(4),(5)及(6)段約束。本人明白及接 受所有費用及收費,包括前期收費,提早退保及提取保單款項的收費。

投保人簽署

投保人姓名

日期

# [For ILAS with <u>simple</u> charge structure for upfront and surrender charges]

(7)	7) 供款假期:請向中介人查詢及參閱產品計劃文件,以確定此保單是否設有供款假期(即在此期間可暫停供款),以及可行使供款假期需符合的指定條件。若此保單設有供款假期,閣下必須注意以下事項:							
	(a)	供款假期指閣下可在該 <b>保費。</b>	期間暫停供款。但並不	表示閣下只須在最初的供款期內繳	付			
	(b)		有費用及收費仍會繼 連 <b>壽險保單價值或會</b> 医	續從閣下的投連壽險保單價值中: <b> 此而大幅減少</b> 。	扣			
(8)	早終包括	止,而閣下亦會損失所	<b>有已付保費及累算權益</b> 費,或閣下的保單總值	情況出現, <b>閣下的保單或會被自動</b> 。可能啟動保單自動提早終止的情 處於十分低或負數水平(例如:投	況			
(9)	(9) <u>中介人的酬勞</u> :雖然閣下可能沒有向銷售/推介此投連壽險保單的中介人支付任何金額,但中介人實際上會獲取酬勞,而酬勞可能來自閣下所支付的收費。不同的產品計劃以及不同的中介人類別或有不同的酬勞方式。 <b>閣下如欲進一步了解中介人就此投連壽險保單所收取的酬勞,請於投保前向閣下的中介人查詢。</b>							
	本)	人現確認已閱讀及明白	,並同意受以上第()	7),(8)及(9)段約束。				
	 投	保人姓名	投保人簽署	日期	_			

笙-	二部	•	投售	人与	磬	阳	書
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# 甲部:披露聲明

- 本人確認保險中介人[中介人的姓名及登記編號]已為本人進行「財務需要分析」及「風險承擔能力問卷」調查。
- 本人已收取,閱讀及明白以下文件:
  - 主要推銷刊物
  - 產品資料概要
  - 退保說明文件
  - 「購買投資相連壽險問多點知多點」小冊子
  - #「投資選擇」刊物
  - #[其他文件]
- #本人完全明白及同意承受可能因市場價格調整所引致的潛在損失,及[承保人/公司]在 一些特定的情況下(例如:提早退保),[承保人/公司]有權及擁有絕對的酌情權對投 連壽險保單的價值作出市值下調/負市值調整。
- #本人確認此申請的目的是「資本投資者入境計劃」。

投保人姓名	投保人簽署	日期

# #乙部:負擔能力聲明(適用於定期支付保費)

- ◆本人預計本人的可支配收入及/或儲蓄將足以支付此投連壽險保單的整段供款年期的 定期保費;以及
- 本人確認本人願意支付此投連壽險保單的整段供款年期的定期保費。

投保人姓名	投保人簽署	日期

#如不適用請刪除

[For ILAS with simple charge structure for upfront and surrender charges]

<b>内部:適台</b>	<b>注聲</b> 明			
本人明白並	並同意(只可選一項)	:		
Α			系擔能力問卷」所披露的5 歲級別與本人所選擇的相關	
或				
В	及投資風險概況,	此產品計劃之特色及	虱險承擔能力問卷」所披蠶 / 或風險級別及/ 或本。 忍基於下述原因,本人打算	人選擇的相關
或	(如選擇「B」項	,投保人必須 <b>親筆</b> 於	<i>冷此欄內提供原因。)</i>	
С		日本人確認基於下述原	「風險承擔能力問卷」,」 原因,不遵從有關要求的[	
	(如選擇「C」項	,投保人必須 <b>稅聿</b> 於	<u> </u>	
. ,			資項目的選擇組合,並得 品計劃。本人擁有最終的為	_ , _, ,
投保人類	姓名	投保人簽署	 日期	
注釋:				

# 計

- 1. 就重要資料聲明書及投保人聲明書而言, 單數等同複數;「本人」包括「我們」的涵 義; 及「本人的」包括「我們的」的涵義。若為聯名投保人,所有投保人必須在所有 部分内簽署。
- 2. 若重要資料聲明書及投保人聲明書上填報的資料有重大改變,閣下在保單未簽發前, 必須通知閣下的保險中介人或承保人/公司。

# **APPENDIX D1: Post-sale Call Content for Vulnerable Customers (Version A)**

#### Post-sale Call Content for Vulnerable Customers

"需要特別關顧客戶"售後跟進電話服務的內容

# 1. Opening

開始

# 1.1 Introduction

介紹

- ➤ The caller should introduce himself/herself by name and company; 致電者必須先報上姓名及介紹自己所屬公司的名稱;
- ➤ Explaining the purpose of the Post-sale Call and that it is a regulatory requirement that the call be made and recorded, will be a short call of only approx 10 mins; 解釋售後跟進電話服務之用意,並說明按監管要求,承保人/公司必須於銷售過程完成後致電客戶,並將談話內容錄音,對話大概需時十分鐘;
- ➤ Securing agreement to the call and stressing that the purpose is to ensure that the customer's rights are fully respected and protected; 確保客戶同意繼續通話,並強調致電是為了確保客戶的權益獲得充分尊重及保障;
- Verifying the customer's identity.

核實客戶的身分。

1.2 Confirming purchase of an ILAS product & Statement of Purpose 確定購買投資相連壽險產品及目標概要

Question: Can you please confirm if you have purchased an Investment Linked Assurance Scheme (ILAS) product from an agent/a broker (insert name of the relevant insurance agent/broker) of Company (insert name of the Company)? 問題:請問你是否透過xx公司(填上公司名稱)的保險代理 / 經紀(填上有關保險代理 / 經紀的姓名)購買了投資相連壽險計劃?

Can you also confirm the objective that you purchased this ILAS product is (insert the reason/ consideration stated by the applicant in the Important Facts Statement/ Applicant's Declaration)?

請你再次確認你購買這份投資壽險產計劃的目的是(重覆投保人於重要資料聲明書/ 投保人聲明書中所列明之原因/考慮因素)。。

# 2. Key Questions

主要問題

#### 2.1 Sales Process

銷售程序

Scenario 1: The applicant has completed the Financial Needs Analysis and Risk Profiling Questionnaire

情況一:投保人已經進行財務需要分析及風險承擔能力評估

Question: Did your insurance agent/broker perform a Financial Needs Analysis and Risk Profiling based on information provided by you, before recommending the ILAS product to you?

問題:你的保險代理/經紀向你推介投資相連壽險計劃前,有否根據你提供的資料進行財務需要分析及風險承擔能力評估?

Scenario 2: The applicant has declined to complete the Financial Needs Analysis and Risk Profiling Questionnaire

情況二:投保人拒絕進行財務需要分析及風險承擔能力評估

Question: Did your insurance agent/broker request to perform a Financial Needs Analysis and Risk Profiling but you have declined to complete them before he / she recommended the ILAS product to you?

你的保險代理/經紀是否在建議該投資相連壽險計劃前, 曾經要求你進行財務需要分析及風險承擔能力評估,但被你拒絕?

#### 2.2 Product features

產品特色

Question: Did you receive and understand the marketing literature that explains the key features of the policy, and the level of all charges and fees?

問題:你有否收到介紹保單主要特色的銷售資料?你是否明白資料的內容及所有收費與費用的詳情?

2.3 Amount of premium and premium term & implication if not fulfilling the premium payment for the chosen term

保費金額及繳付保費年期,以及不按照供款年期繳付保費,對保單可能造成的影響

Question: Can you please confirm whether the premium for the policy purchased by you is (insert the amount) and the premium term is (insert the premium payment period)? Are you aware that if you do not intend or are unable to complete the premium payment for the whole duration you have chosen, you should not acquire this policy as you may suffer a loss if you discontinue your premium payment earlier as fees and charges will be continuously deducted from your policy?

問題:請問你購買的保單保費金額是否(請填寫金額)?繳付保費年期是否(請填寫年期)?假如你在投保期間不打算或無法支付整段選定年期的保費,

你就不應購買這份計劃;因為停止繳付保費,

保單之費用或收費仍將繼續從你的保單中扣除,你可能因此蒙受損失。

#### 2.4 Understanding of penalties, fees or charges

明白需要繳付的罰款、費用或收費

Question: Did your insurance agent/broker explain the types of penalties, fees or charges? Specifically, they include (1) penalties or charges for early encashment, withdrawal and temporary suspension of premium payment; (2 if applicable) charges for switching of investment choice?

問題:你的保險代理/經紀有否解釋你需要繳付的罰款、費用或收費?特別是指: (1)因提早領取現金價值、提款和暫緩繳交保費,而需要繳付的罰款或收費;(2如適用者)轉換投資選項之收費?

#### 2.5 Understand Potential Risk of Investments

明白投資的潛在風險

Question: In the Product Key Facts Statement, Principal Brochure, Investment Option Brochure and the marketing literature provided to you, the risk inherent in the investment of your policy has been set out. Are you aware that investment returns are not guaranteed and each investment choice is subject to market and interest rate fluctuations, and to the risks inherent in all investments? The value of investments may go down as well as up, and past performance is not indicative of future performance. 問題:產品資料概要、主要推銷刊物、投資選項手冊及銷售資料已詳列你購買的保單的所有投資固有風險。你是否知道投資回報並非保證,而每項投資選項都會受市場及利率波動影響,亦會受投資的固有風險影響?投資價值可跌可升,過去的投資表現不能作為日後表現的指標。

Question: [applicable only for ILAS product with Market Value Adjustment] 問題: [只適用於帶有市值調整之投資相連壽險產品]

Are you aware that there may be potential loss due to Market Value Adjustment, which is determined at the sole discretion of us, under certain situation? 你是否知道若干情况下因為市值調整 , 保單可能會有潛在損失 , 而市值調整的幅度 , 是由本公司全權決定?

Your investment options «high\_risk\_fund» belongs to high risk category\*. High risk investment options may be subject to higher volatility.

你選擇的投資組合《高風險基金》屬高風險類別\* 高風險投資組合的表現可能會有較大波動。

#### 2.6 Charges and changes in risk level of investment choices in switching

轉換投資選項之收費及風險水平的轉變

Question: Are you aware of the possible charges and possible changes in risk levels of the investment choices when switching? You have the right to seek professional financial advice when in doubt.

問題:你是否知道轉換投資選項可能需要支付收費, 以及可能引致風險水平產生變化?如有疑問,你有權尋求專業的財務意見。

#### 2.7 Understanding of upfront and surrender charges

明白前置及退保的收費

Question: Are you aware that an up-front fee will be charged on the premium you paid before investment (where applicable)? Are you aware that a withdrawal and / or surrender charge will be deducted from the policy benefit if you make withdrawal from and / or surrender your policy within X years (insert the number of policy years where the withdrawal and / or surrender charge is applicable) (where applicable)? 問題:你是否知道你繳交的保費在用作投資前,部分會先用來繳付保費的前置收費 (如適用)?你是否知道,如果你在 x 年內提款及 / 或退保(填寫提款及 / 或退保收費適用之年期)(如適用),因為提款及 / 或退保而引申的收費,將會由你的保單利益中扣除?

# 3. Closing

結束

# 3.1 Intermediaries' Remuneration

中介人的酬勞

Are you aware that the intermediary will receive remuneration in recommending this policy? Are you aware that you can ask your intermediary about the remuneration that he/she may receive in respect of your ILAS policy?

你是否知道中介人就推介本投連壽險保單將會獲取酬勞?你是否知道你可向你的中介人查詢他/她就本投連壽險保單可收取的酬勞?

### 3.2 Confirming suitability

確認適合性

Scenario 1: The applicant has ticked Box A in Important Facts Statement and Applicant's Declarations

情況一:投保人於重要資料聲明書及投保人聲明書中選擇了A項

Question: You have ticked Box A, which means the features and risk level of the product(s) and your selected mix of underlying investment choices are suitable for you. Is this consistent with your understanding?

問題:你選擇了A項,即表示產品特色和風險程度與你所選擇的相關投資組合均適合你。 這說法是否與你所理解的一致?

Scenario 2: The applicant has ticked Box B in Important Facts Statement and Applicant's Declarations

情況二:投保人於重要資料聲明書及投保人聲明書中選擇了B項

Question: You have ticked Box B, which means that it is your intention and desire to proceed your application(s) despite the fact that the features and risk level of the product(s) and your selected mix of underlying investment choices may not be suitable for you. You explained in the Important Facts Statement and Applicant's Declarations that the reason is (insert the explanation provided in the Important Facts Statement and Applicant's Declarations). Is this consistent with your understanding?

問題:你於重要資料聲明書/投保人聲明書中選擇了B項, 即表示產品特色和風險程度與你所選擇的相關投資組合可能並不適合你, 但你仍想繼續進行該計劃的申請,而你在重要資料聲明書/ 投保人聲明書中所提供的理由是(加入在該重要資料聲明書/ 投保人聲明書中填寫的理由)。這說法是否與你所理解的一致?

Scenario 3: The applicant has ticked Box C in Important Facts Statement and Applicant's Declarations

情況三:投保人於重要資料聲明書/投保人聲明書中選擇了C項

Question: You have ticked Box C, which means that it is your intention and desire to proceed your application(s) without completing the required Financial Needs Analysis and Risk Profile Questionnaire to ensure that the ILAS policy to be purchased is suitable for you. You explained in the Important Facts Statement and Applicant's Declarations

that the reason is (insert the explanation provided in the Important Facts Statement and Applicant's Declarations). Is this consistent with your understanding?

問題:你於重要資料聲明書/投保人聲明書中選擇了C項, 即表示你拒絕進行財務需要分析及風險承擔能力評估, 但你仍想繼續進行該計劃的申請,而你在重要資料聲明書/ 投保人聲明書中所提供的理由是(加入在該重要資料聲明書/ 投保人聲明書中填寫的理由)。這說法是否與你所理解的一致?

# 3.3 Important Facts Statement and Applicant's Declaration

重要資料聲明書及投保人聲明書

A copy of the Important Facts Statement and Applicant's Declaration which you have read and signed during the application will be attached to the ILAS policy contract to be delivered to you by your insurance agent/ broker. Please read it carefully once you have received it because it contained important information and facts which you should know.

你的保險代理/經紀將會把你的投資相連壽險合約送交給你, 並會一併送上在銷售時你已經閱讀及簽署的「重要資料聲明書及投保人聲明書」副本。 請你收到後小心細閱有關文件的內容,因為當中列明了你必須知道的重要資料及概要。

# 3.4 Cooling-off Rights

冷靜期退保權益

Provide a statement on the customer's Cooling-off Rights and also specify the expiry date of the cooling-off period if known, or otherwise describe the date in general description.

向客戶提供冷靜期退保權益概要,若知道冷靜期屆滿的確實日期, 應具體指明有關日期;假如未能提供具體的屆滿日,即應簡介如何計算冷靜期的屆滿日。

#### 3.5 Closing Remark

結束備註

Thank the customer for their time and that you have verified all of the necessary information. Of course, if you have any queries, please feel free to either contact your broker/agent; who is keen on supporting you or contact us on xxxxx . Is there anything else that I can help you with today?

感謝客戶的寶貴時間,並說明已核實所需資料。假如客戶有任何查詢,可隨時聯絡其保險代理/經紀,中介人定必樂意解答有關問題,客戶亦可致電xxxxx與我們聯絡。詢請客戶是否尚有其他需要效勞的地方?

Yes - follow on 有 - 繼續跟進。

No - Bye. 沒有 - 再見。

#### APPENDIX D2: Post-sale Call Content for Non-Vulnerable Customers (Version B)

#### Post-sale Call Content for Non-Vulnerable Customers

"非需要特別關顧客戶"售後跟進電話服務的內容

1. Opening

開始

1.1 Introduction

介紹

The caller should introduce himself/herself by name and company;

致電者必須先報上姓名及介紹自己所屬公司的名稱;

- ➤ Explaining the purpose of the Post-sale Call and that it is a regulatory requirement that the call be made and recorded, will be a short call of only approx 10 mins; 解釋售後跟進電話服務之用意,並說明按監管要求,承保人/公司必須於銷售過程完成後致電客戶,並將談話內容錄音,對話大概需時十分鐘;
- ➤ Securing agreement to the call and stressing that the purpose is to ensure that the customer's rights are fully respected and protected;

確保客戶同意繼續通話,並強調致電是為了確保客戶的權益獲得充分尊重及保障;

➤ Verifying the customer's identity.

核實客戶的身分。

1.2 Confirming purchase of an ILAS product & Statement of Purpose

確定購買投資相連壽險產品及目標概要

Question: Can you please confirm if you have purchased an Investment Linked Assurance Scheme (ILAS) product from an agent/a broker (insert name of the relevant insurance agent/broker) of Company (insert name of the Company)?

問題:請問你是否透過xx公司(填上公司名稱)的保險代理/經紀(填上有關保險代理/經紀的姓名)購買了投資相連壽險計劃?

Can you also confirm the objective that you purchased this ILAS product is (insert the reason/ consideration stated by the applicant in the Important Facts Statement/ Applicant's Declaration)?

請你再次確認你購買這份投資壽險產計劃的目的是(重覆投保人於重要資料聲明書/投保人聲明書中所列明之原因/考慮因素)。

2. Key Questions

主要問題

2.1 Sales Process

銷售程序

Question: Did your insurance agent/broker perform a Financial Needs Analysis and Risk Profiling based on information provided by you, before recommending the ILAS product to you?

問題:你的保險代理/經紀向你推介投資相連壽險計劃前,有否根據你提供的資料進行財務需要分析及風險承擔能力評估?

#### 2.2 Product features

產品特色

Question: Did you receive and understand the marketing literature that explains the key features of the policy, and the level of all charges and fees?

問題:你有否收到介紹保單主要特色的銷售資料?你是否明白資料的內容及所有收費與費用的詳情?

2.3 Amount of premium and premium term & implication if not fulfilling the premium payment for the chosen term

保費金額及繳付保費年期,以及不按照供款年期繳付保費,對保單可能造成的影響

Question: Can you please confirm whether the premium for the policy purchased by you is (insert the amount) and the premium term is (insert the premium payment period)? Are you aware that if you do not intend or are unable to complete the premium payment for the whole duration you have chosen, you should not acquire this policy as you may suffer a loss if you discontinue your premium payment earlier as fees and charges will be continuously deducted from your policy?

問題:請問你購買的保單保費金額是否(請填寫金額)?繳付保費年期是否(請填寫年期)?假如你在投保期間不打算或無法支付整段選定年期的保費,

你就不應購買這份計劃;因為停止繳付保費,

保單之費用或收費仍將繼續從你的保單中扣除,你可能因此蒙受損失。

#### 2.4 Understanding of penalties, fees or charges

明白需要繳付的罰款、費用或收費

Question: Did your insurance agent/broker explain the types of penalties, fees or charges? Specifically, they include (1) penalties or charges for early encashment, withdrawal and temporary suspension of premium payment; (2 if applicable) charges for switching of investment choice?

問題:你的保險代理/經紀有否解釋你需要繳付的罰款、費用或收費?特別是指: (1) 因提早領取現金價值、提款和暫緩繳交保費,而需要繳付的罰款或收費;(2 如適用者) 轉換投資選項之收費?

#### 2.5 Understand Potential Risk of Investments

明白投資的潛在風險

Question: In the Product Key Facts Statement, Principal Brochure, Investment Option Brochure and the marketing literature provided to you, the risk inherent in the investment of your policy has been set out. Are you aware that investment returns are not guaranteed and each investment choice is subject to market and interest rate fluctuations, and to the risks inherent in all investments? The value of investments may go down as well as up, and past performance is not indicative of future performance. 問題:產品資料概要、主要推銷刊物、投資選項手冊及銷售資料已詳列你購買的保單的所有投資固有風險。你是否知道投資回報並非保證,而每項投資選項都會受市場及利率波動影響,亦會受投資的固有風險影響?投資價值可跌可升,過去的投資表現不能作為日後表現的指標。

Question [applicable only for ILAS product with Market Value Adjustment] 問題 [只適用於帶有市值調整之投資相連壽險產品]

Are you aware that there may be potential loss due to Market Value Adjustment, which is determined at the sole discretion of us, under certain situation?

你是否知道若干情況下因為市值調整 , 保單可能會有潛在損失 , 而市值調整的幅度 , 是由本公司全權決定? Your investment options "high\_risk\_fund" belongs to high risk category\*. High risk investment options may be subject to higher volatility.

您選擇的投資組合《高風險基金》屬高風險類別\*。 高風險投資組合的表現可能會有較大波動。

# 2.6 Charges and changes in risk level of investment choices in switching

轉換投資選項之收費及風險水平的轉變

Question: Are you aware of the possible charges and possible changes in risk levels of the investment choices when switching? You have the right to seek professional financial advice when in doubt.

問題:你是否知道轉換投資選項可能需要支付收費, 以及可能引致風險水平產生變化?如有疑問,你有權尋求專業的財務意見。

### 2.7 Understanding of upfront and surrender charges

明白前置及退保的收費

Question: Are you aware that an up-front fee will be charged on the premium you paid before investment (where applicable)? Are you aware that a withdrawal and / or surrender charge will be deducted from the policy benefit if you make withdrawal from and / or surrender your policy within X years (insert the number of policy years where the withdrawal and / or surrender charge is applicable) (where applicable)?

問題:你是否知道你繳交的保費在用作投資前,部分會先用來繳付保費的前置收費 (如適用)?你是否知道,如果你在 x 年內提款及/或退保(填寫提款及/或退保收費適用之年期) (如適用),因為提款及/或退保而引申的收費,將會由你的保單利益中扣除?

#### 3. Closing

結束

#### 3.1 Intermediaries' Remuneration

中介人的酬勞

Are you aware that the intermediary will receive remuneration in recommending this policy? Are you aware that you can ask your intermediary about the remuneration that he/she may receive in respect of your ILAS policy?

你是否知道中介人就推介本投連壽險保單將會獲取酬勞?你是否知道你可向你的中介人查詢他/她就本投連壽險保單可收取的酬勞?

# 3.2 Confirming suitability

確認適合性

Question: You have ticked Box A, which means the features and risk level of the product(s) and your selected mix of underlying investment choices are suitable for you. Is this consistent with your understanding?

問題:你選擇了A項,即表示產品特色和風險程度與你所選擇的相關投資組合均適合你。 這說法是否與你所理解的一致?

#### 3.3 Important Facts Statement and Applicant's Declaration

重要資料聲明書及投保人聲明書

A copy of the Important Facts Statement and Applicant's Declaration which you have read and signed during the application will be attached to the ILAS policy contract to be delivered to you by your insurance agent/ broker. Please read it carefully once you have received it because it contained important information and facts which you should know.

你的保險代理/經紀將會把你的投資相連壽險合約送交給你, 並會一併送上在銷售時你已經閱讀及簽署的「重要資料聲明書及投保人聲明書」副本。 請你收到後小心細閱有關文件的內容,因為當中列明了你必須知道的重要資料及概要。

# 3.4 Cooling-off Rights

冷靜期退保權益

Provide a statement on the customer's Cooling-off Rights and also specify the expiry date of the cooling-off period if known, or otherwise describe the date in general description.

向客戶提供冷靜期退保權益概要,若知道冷靜期屆滿的確實日期, 應具體指明有關日期;假如未能提供具體的屆滿日,即應簡介如何計算冷靜期的屆滿日。

# 3.5 Closing Remark

結束備註

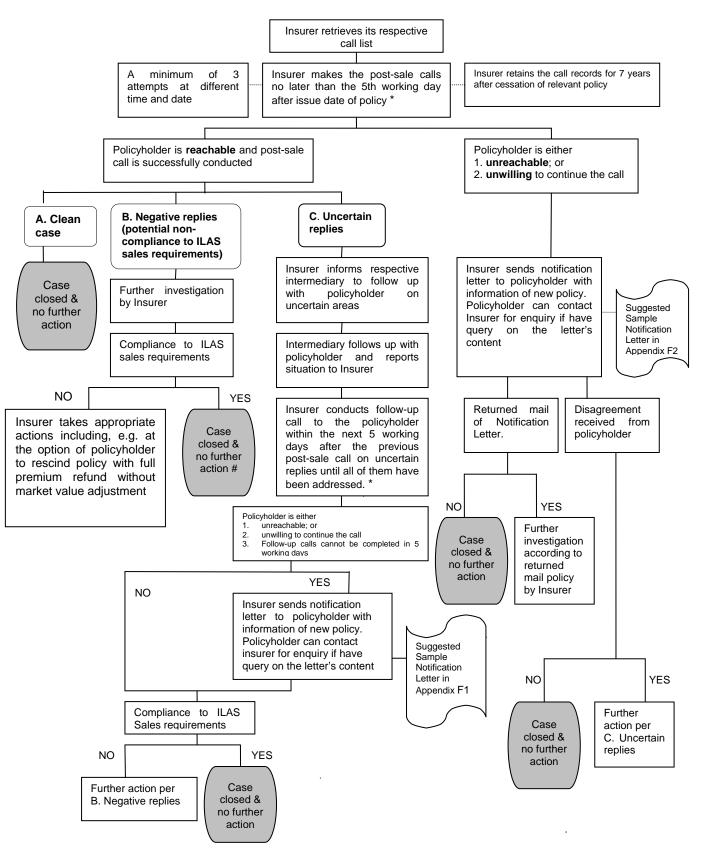
Thank the customer for their time and that you have verified all of the necessary information. Of course, if you have any queries, please feel free to either contact your broker/agent; who is keen on supporting you or contact us on xxxxx . Is there anything else that I can help you with today?

感謝客戶的寶貴時間,並說明已核實所需資料。假如客戶有任何查詢,可隨時聯絡其保險代理/經紀,中介人定必樂意解答有關問題,客戶亦可致電xxxxx與我們聯絡。詢請客戶是否尚有其他需要效勞的地方?

Yes - follow on 有 - 繼續跟進。

No - Bye. 沒有-再見。

#### APPENDIX E: Flow Chart - ILAS Post-sale Call



- # Proper follow-up actions with the policyholders need to be carried out before case closure.
- \* Remarks: Insurer must remind the policyholder about the expiry date of cooling-off period (provide the specific date if known, or otherwise describe the date in general description) during each follow-up call to the policyholder.

APPENDIX F1: Notification letter to the customer (customers who have given uncertain replies but could not be reached again at subsequent follow-up calls)

### THIS IS AN IMPORTANT LETTER. PLEASE READ.

If you do not understand or do not agree with the contents of this letter, please contact us using any one of the following means <u>before the expiry of cooling-off</u> period on <<insert expiry date of cooling-off period>>:

- Call our customer hotline at <<insert the hotline telephone number>>
- Write to us with attention to <<insert name of department and mailing address of company>>
- Fax to us at <<insert the fax number>>
- Send an e-mail to <<insert the e-mail address>>

«Date»

« owner\_name»

«address»

Re: Policy No. < « policy\_no »>

Dear Customer,

Thank you for purchasing the above policy with <<Name of Insurer>>. As required by the Hong Kong Federation of Insurers ("HKFI") to protect your rights, we are required to conduct a post-sale call with you after the issuance of the captioned policy. As such, we have contacted you at your provided contact number(s) <<insert the all telephone number(s)>> on the policy application form. During the call, you indicated that you have queries on some of the matters related to the ILAS policy. We have therefore informed our Sales Representative to follow up with you for clarification. Subsequently, we have tried to contact you again to confirm whether your queries have been fully addressed but in vain.

A copy of the Important Facts Statement and Applicant's Declaration which you have read and signed during the application will be attached to the ILAS policy contract to be delivered to you by your insurance agent/ broker. Please read it carefully once you have received it because it contains important information and facts which you should know.

In view of the above situation and with reference to the documents you have signed to declare your understanding and acceptance of the captioned policy, we would like to inform you of the following information:

### Confirmation of the purchase of ILAS policy and affordability

- You have purchased the above policy(ies) via the Sales Representative «name of the intermediary».
- You know the "payment\_mode" premium amount for the above policy(ies) is in the sum of "premium\_amount\_currency" and the payment term is "payment\_period".

If you do not intend or are unable to complete the premium payment for the whole duration you have chosen, you should not acquire this policy as you may suffer a loss if you discontinue your premium payment earlier as fees and charges will be continuously deducted from your policy

# Performance of Financial Needs Analysis and Risk Profiling

- The Sales Representative has performed a Financial Needs Analysis and Risk Profiling based on information provided by you before recommending the above policy to you.
- You have opted for Choice «Choice of A, B or C below» in the "Suitability Declaration" of "Applicant's Declaration" (Please see the attached copy of your "Applicant Declaration").

Choice A - feature and risk level of the policy and your investment options are suitable for you based on your disclosed current needs and risk profile as indicated in the Financial Needs Analysis form and Risk Profile Questionnaire

Choice B - it is your intention and desire to proceed with the application despite the features and risk level of the policy and your investment options may not be suitable for your disclosed current needs and risk profile as indicated in the Financial Needs Analysis form and Risk Profile Questionnaire

Choice C - it is your intention and desire to proceed with the application without complying with the requirement to complete Financial Needs Analysis form and Risk Profile Questionnaire to ensure the policy is suitable for you

### Investment risk disclosure

- Investment returns are not guaranteed and each investment choice is subject to market and interest rate fluctuations, and to the risks inherent in all investments. The value of investments may go down as well as up, and past performance is not indicative of future performance.
- ✓ Your investment options «high\_risk\_fund» belongs to high risk category\*. High risk investment options may be subject to higher volatility.

### Switching of investment

Switching of investment options may involve charges (where applicable) and changes in risk level of your investment. You have right to seek professional financial advice including from the Sales Representative.

### Receipt and understanding of product documents

You have received a Product Brochure / Product Key Facts Statement / Important Facts Statement and Applicant's Declaration / other relevant supporting materials for the above policy(ies) and you have read and understood the risk disclosure statements, product features, fees and charges as stated in these documents.

# Upfront and early withdrawal / surrender charges

- ✓ Upfront charges will be deducted on the premium you paid before investment (where applicable).
- Early withdrawal / surrender charges will be deducted if you make withdrawal from and / or surrender your policy within X years (insert the number of policy

- years where the withdrawal and / or surrender charge is applicable) (where applicable).
- The Sales Representative has explained to you that charges apply if application for changes made after policy issuance including premium reduction, premium suspension, cash withdrawal and cooling-off cancellation (where applicable) and you understood the above.

# Market Value Adjustment

[Applicable only for ILAS with MVA] There may be potential loss due to Market Value Adjustment, which is determined at the sole discretion of us, under certain situation.

### Intermediaries' Remuneration

Although you may pay nothing to the intermediary who sells/recommends this ILAS policy to you, the intermediary will, in effect, receive remuneration which may be borne out of the charges you pay. Different products and different intermediaries may have different forms of remuneration. Please consult your intermediary if you wish to know more about the remuneration that the intermediary may receive in respect of your ILAS policy.

# Cooling-off right

✓ Your cooling-off right

\* Factsheet and risk level of each underlying fund/investment can be located at "Underlying Funds/Investments Prices" of our website <<pre><<pre><<pre>cprinted if applicable>>

Yours sincerely, <<Name of Insurer>>

# 此乃重要信件,敬請細閱。

如果您不明白或不認同此信件的內容,請您在冷靜期屆滿前<<請填寫冷靜期的屆滿日期>>透過以下任何一種途徑與我們聯絡:

- 致電我們的客戶服務熱線 <<請填寫熱線電話號碼>>
- 來信通知我們 <<請填寫部門名稱及郵寄地址>>
- 傳真給我們 <<請填寫傳真號碼>>
- 寄發電子郵件給我們 <<請填寫電郵地址>>

#### 貴客戶:

多謝您選擇於<<承保人/公司名稱>>投保。根據香港保險業聯會的指引,為保障您的權益,我們需要於上述保單繕發後,致電您進行售後電話跟進服務。據此,我們較早前按照您於保單申請書上所提供的聯絡電話〔註明保單上填寫的號碼〕與您聯絡。對話當中,您對上述投資相連壽險保單提出若干疑問,我們遂要求您的銷售代表與您聯絡,並釐清您的疑問。其後,我們曾嘗試再聯絡您跟進確認,惟未能成功。

您的保險代理/經紀將會把您的投資相連專險合約送交給您,並會一併送上在銷售時您已經閱讀及簽署的「重要資料聲明書及投保人聲明書」副本。請您收到後小心細閱有關文件的內容,因為當中列明了您必須知道的重要資料及概要。

基於上述情況,以及您已簽署文件聲明您明白及接納上述保單,我們現謹提供以下資料:

### 確認購買壽險保單及負擔能力

- ✓ 您是經銷售代表<<中介人名稱>>投購上述保單
- ✓ 您清楚以上保單的《付款方式》,保費金額合共是《保費金額》,繳付保費年期則為《付款期限》
- ✓ 假如您在投保期間不打算或無法支付整段選定年期的保費,您便不應購買此保單。因為停止繳付保費,可能令您蒙受損失,而費用及收費會持續於您的保單價值內扣除。

#### 財務需要分析及風險承擔能力

- ✓ 銷售代表向您推銷以上保單時,已根據您提供的資料作出財務需要分析及風險承擔能力
- ✓ 您於「投保人聲明書」上的"適合性聲明"揀選選擇<<以下的選項 A、B 或 C>> (請參照附上的「投保人聲明書」副本)

選擇 A -

根據您填寫的「財務需要分析」及「風險承擔能力問卷」,上述保單之產品特性 及風險級別與您所選擇的投資組合均適合您

選擇 B -

儘管根據您填寫的「財務需要分析」及「風險承擔能力問卷」,上述保單之產品

特性及風險級別與您所選擇的投資組合可能並不適合您,您仍然選擇投保上述保單

選擇 C -

您選擇投保上述保單,但選擇不遵從要求填寫「財務需要分析」及「風險承擔能力問卷」,以確保所選擇的產品適合您

# 投資風險披露

- ✓ 投資回報並非保證,每項投資選項都會受市場及利率波動影響,亦會受投資的固有風險影響。投資價值可跌可升,過去的投資表現不能作為日後表現的指標。
- ✓ 您選擇的投資組合《高風險基金》屬高風險類別\*。高風險投資組合的表現可能會有較大波動。

#### 轉換投資選項

✓ 轉換投資選項可能涉及收費(如適用)以及引致風險水平產生變化。您有權尋求專業的財務意見,包括您的銷售代表。

#### 收取產品文件

✓ 您已收到產品小冊子/產品資料概要/「重要資料聲明書及投保人聲明書」/其他相關資料,並已閱讀及明白這些資料內之風險披露說明、產品特性、產品費用及收費。

# 前期及提早退保/提取保單款項的收費

- ✓ 如果您在X年內提款或退保,將會被扣除相關的收費 (填寫提取及/或退保的保單年期)(如適用)
- ✓ 銷售代表有向您解釋保單生效後如中途有任何變更,包括減低保費、暫停供款、 提取現金或於冷靜期內退保(如適用),您需按情況支付收費,而您亦明白有關 情況。

# 市值調整

✓ [只適合於帶有市值調整之投資相連壽險]
因為市值調整,保單可能會有潛在損失,而市值調整的幅度,是由本公司全權決定。

#### 中介人的酬勞

# ✓ 雖然您

可能沒有向銷售/推介本投連壽險保單的中介人支付任何金額,但中介人實際上會獲取酬勞,而酬勞可能來自您

所支付的收費。不同的產品以及不同的中介人有不同的酬勞方式。如欲進一步了 解中介人就本投連壽險保單所收取的酬勞,請向您的中介人查詢。

### 冷靜期

✓ 冷靜期退保權益

\*您可隨時登入本公司網頁<<公司網頁>>內的「連繫基金/投資價格」,查詢各種連繫基金/投資的資料及風險級別

<<承保人/公司名稱>>謹啟

# APPENDIX F2: Notification letter to the customer (unreachable customers at the first instance)

# THIS IS AN IMPORTANT LETTER. PLEASE READ.

If you do not understand or do not agree with the contents of this letter, please contact us using any one of the following means <u>before the expiry of cooling-off</u> <u>period on <<insert expiry date of cooling-off period>></u>:

- Call our customer hotline at <<insert the hotline telephone number>>
- Write to us with attention to <<insert name of department and mailing address of company>>
- Fax to us at <<insert the fax number>>
- Send an e-mail to <<insert the e-mail address>>

«Date»

« owner\_name»
«address»

Re: Policy No. < « policy\_no »>

Dear Customer,

Thank you for purchasing the above policy with <<Name of Insurer>>. As required by the Hong Kong Federation of Insurers ("HKFI") to protect your rights, we are required to conduct a post-sale call with you after the issuance of the captioned policy. As such, we have tried to contact you at your provided contact number(s) <<insert the all telephone number(s)>> on the policy application form on occasion(s) but in vain.

A copy of the Important Facts Statement and Applicant's Declaration which you have read and signed during the application will be attached to the ILAS policy contract to be delivered to you by your insurance agent/ broker. Please read it carefully once you have received it because it contains important information and facts which you should know.

In view of the above situation and with reference to the documents you have signed to declare your understanding and acceptance of the captioned policy, we would like to inform you of the following information:

### Confirmation of the purchase of ILAS policy and affordability

- You have purchased the above policy(ies) via the Sales Representative «name of the intermediary».
- You know the "payment\_mode" premium amount for the above policy(ies) is in the sum of "premium\_amount\_currency" and the payment term is "payment\_period".

If you do not intend or are unable to complete the premium payment for the whole duration you have chosen, you should not acquire this policy as you may suffer a loss if you discontinue your premium payment earlier as fees and charges will be continuously deducted from your policy.

# Performance of Financial Needs Analysis and Risk Profiling

- The Sales Representative has performed a Financial Needs Analysis and Risk Profiling based on information provided by you before recommending the above policy to you.
- You have opted for Choice «Choice of A, B or C below» in the "Suitability Declaration" of "Applicant's Declaration" (Please see the attached copy of your "Applicant Declaration").

Choice A - feature and risk level of the policy and your investment options are suitable for you based on your disclosed current needs and risk profile as indicated in the Financial Needs Analysis form and Risk Profile Questionnaire

Choice B - it is your intention and desire to proceed with the application despite the features and risk level of the policy and your investment options may not be suitable for your disclosed current needs and risk profile as indicated in the Financial Needs Analysis form and Risk Profile Questionnaire

Choice C - it is your intention and desire to proceed with the application without complying with the requirement to complete Financial Needs Analysis form and Risk Profile Questionnaire to ensure the policy is suitable for you

### Investment risk disclosure

- Investment returns are not guaranteed and each investment choice is subject to market and interest rate fluctuations, and to the risks inherent in all investments. The value of investments may go down as well as up, and past performance is not indicative of future performance.
- ✓ Your investment options «high\_risk\_fund» belongs to high risk category\*. High risk investment options may be subject to higher volatility.

### Switching of investment

Switching of investment options may involve charges (where applicable) and changes in risk level of your investment. You have right to seek professional financial advice including from the Sales Representative.

### Receipt and understanding of product documents

You have received a Product Brochure / Product Key Facts Statement / Important Facts Statement and Applicant's Declaration / other relevant supporting materials for the above policy(ies) and you have read and understood the risk disclosure statements, product features, fees and charges as stated in these documents.

# Upfront and early withdrawal / surrender charges

- ✓ Upfront charges will be deducted on the premium you paid before investment (where applicable).
- Early withdrawal / surrender charges will be deducted if you make withdrawal from and / or surrender your policy within X years (insert the number of policy

- years where the withdrawal and / or surrender charge is applicable) (where applicable).
- The Sales Representative has explained to you that charges apply if application for changes made after policy issuance including premium reduction, premium suspension, cash withdrawal and cooling-off cancellation (where applicable) and you understood the above.

# Market Value Adjustment

[Applicable only for ILAS with MVA] There may be potential loss due to Market Value Adjustment, which is determined at the sole discretion of us, under certain situation.

### Intermediaries' Remuneration

Although you may pay nothing to the intermediary who sells/recommends this ILAS policy to you, the intermediary will, in effect, receive remuneration which may be borne out of the charges you pay. Different products and different intermediaries may have different forms of remuneration. Please consult your intermediary if you wish to know more about the remuneration that the intermediary may receive in respect of your ILAS policy.

# Cooling-off right

✓ Your cooling-off right

\* Factsheet and risk level of each underlying fund/investment can be located at "Underlying Funds/Investments Prices" of our website <<pre><<pre><<pre>cprinted if applicable>>

Yours sincerely, <<Name of Insurer>>

#### 此乃重要信件,敬請細閱。

如果您不明白或不認同此信件的內容,請您在冷靜期屆滿前<<請填寫冷靜期的屆滿日期>>透過以下任何一種途徑與我們聯絡:

- 致電我們的客戶服務熱線 <<請填寫熱線電話號碼>>
- 來信通知我們 <<請填寫部門名稱及郵寄地址>>
- 傳真給我們 <<請填寫傳真號碼>>
- 寄發電子郵件給我們 <<請填寫電郵地址>>

### 貴客戶:

多謝您選擇於<<承保人/公司名稱>>投保。根據香港保險業聯會的指引,為保障您的權益,我們需要於上述保單繕發後,致電您進行售後電話跟進服務。據此,我們曾按照您於保單申請書上所提供的聯絡電話〔註明保單上填寫的號碼〕嘗試與您聯絡,惟未能成功。

您的保險代理/經紀將會把您的投資相連專險合約送交給您,並會一併送上在銷售時您已經閱讀及簽署的「重要資料聲明書及投保人聲明書」副本。請您收到後小心細閱有關文件的內容,因為當中列明了您必須知道的重要資料及概要。

基於上述情況,以及您已簽署文件聲明您明白及接納上述保單,我們現謹提供以下資料:

#### 確認購買壽險保單及負擔能力

- ✓ 您是經銷售代表<<中介人名稱>>投購上述保單
- ✓ 您清楚以上保單的《付款方式》,保費金額合共是《保費金額》,繳付保費年期則為《付款期限》
- ✓ 假如您在投保期間不打算或無法支付整段選定年期的保費,您便不應購買此保單。因為停止繳付保費,可能令您蒙受損失,而費用及收費會持續於您的保單價值內扣除。

#### 財務需要分析及風險承擔能力

- ✓ 銷售代表向您推銷以上保單時,已根據您提供的資料作出財務需要分析及風險承擔能力
- ✓ 您於「投保人聲明書」上的"適合性聲明"揀選選擇<<以下的選項 A、B 或 C>> (請參照附上的「投保人聲明書」副本)

選擇 A -

根據您填寫的「財務需要分析」及「風險承擔能力問卷」,上述保單之產品特性 及風險級別與您所選擇的投資組合均適合您;

選擇 B -

儘管根據您填寫的「財務需要分析」及「風險承擔能力問卷」,上述保單之產品 特性及風險級別與您所選擇的投資組合可能並不適合您,您仍然選擇投保上述保 單

#### 選擇 C-

您選擇投保上述保單,但選擇不遵從要求填寫「財務需要分析」及「風險承擔能力問卷」,以確保所選擇的產品適合您

#### 投資風險披露

- ✓ 投資回報並非保證,每項投資選項都會受市場及利率波動影響,亦會受投資的固有風險影響。投資價值可跌可升,過去的投資表現不能作為日後表現的指標。
- ✓ 您選擇的投資組合《高風險基金》屬高風險類別\*。高風險投資組合的表現可能會有較大波動。

### 轉換投資選項

✓ 轉換投資選項可能涉及收費(如適用)以及引致風險水平產生變化。您有權尋求專業的財務意見,包括您的銷售代表。

### 收取產品文件

✓ 您已收到產品小冊子/產品資料概要/「重要資料聲明書及投保人聲明書」/其他相關資料,並已閱讀及明白這些資料內之風險披露說明、產品特性、產品費用及收費。

# 前期及提早退保/提取保單款項的收費

- ✓ 你繳交的保費在用作出投資前,部分會先用來繳付保費的前置收費(如適用)。
- ✓ 如果您在 X年內提款或退保,將會被扣除相關的收費(填寫提取及/或退保的保單年期)(如適用)。
- ✓ 銷售代表有向您解釋保單生效後如中途有任何變更,包括減低保費、暫停供款、 提取現金或於冷靜期內退保(如適用),您需按情況支付收費,而您亦明白有關 情況。

### 市值調整

✓ [只適合於帶有市值調整之投資相連壽險]
因為市值調整,保單可能會有潛在損失,而市值調整的幅度,是由本公司全權決定。

# 中介人的酬勞

#### ✓ 雖然您

可能沒有向銷售/推介本投連壽險保單的中介人支付任何金額,但中介人實際上 會獲取酬勞,而酬勞可能來自您

所支付的收費。不同的產品以及不同的中介人有不同的酬勞方式。如欲進一步了 解中介人就本投連壽險保單所收取的酬勞,請向您的中介人查詢。

# 冷靜期

#### ✓ 冷靜期退保權益

\*您可隨時登入本公司網頁<<公司網頁>>內的「連繫基金/投資價格」,查詢各種連繫基金/投資的資料及風險級別

### <<承保人/公司名稱>>謹啟

### **APPENDIX G: Point of sale Audio Recording Script**

For the purpose of this script, the "Caller" refers to either the employee of insurer's call centre (電話服務員工) or the employee witnessing the PSAR process on site (銷售地點員工), who will actually conduct the PSAR script.

#### 1. Opening

開始

#### 1.1 Introduction

介紹

➤ The caller should introduce himself/herself by name and company; 致電者必須先報上姓名及介紹自己所屬公司的名稱;

- ➤ Explaining the purpose of the recorded call and that it is a regulatory requirement to verify the important points after completion of the sales process. The following discussion will be recorded and it will take about 10 mins; 解釋談話錄音之用意,並說明按監管要求,承保人/公司必須於銷售過程完成後跟客戶確認一些重點,以下內容將會錄音,過程大約需時十分鐘;
- ➤ Securing agreement to the call and stressing that the purpose is to ensure that the customer's rights are fully respected and protected; 確保客戶同意繼續談話,並強調致電是為了確保客戶的權益獲得充分尊重及保障;
- > Ask the name of ILAS plan being applied by the customer;

詢問客戶所申請的投資連繫壽險計劃名稱;

➤ Verifying the customer's identity. 核實客戶的身分。

# 1.2 Confirming purchase of an ILAS product & Statement of Purpose

確定購買投資相連壽險產品及目標概要

Question: Can you please confirm if you have purchased an Investment Linked Assurance Scheme (ILAS) product from an agent/a broker (insert name of the relevant insurance agent/broker) of Company (insert name of the Company)?

問題:請問你是否透過**xx**公司(填上公司名稱)的保險代理/經紀(填上有關保險代理/經紀的姓名)購買了投資相連壽險計劃?

Can you also confirm the objective that you purchased this ILAS product is (insert the reason/ consideration stated by the applicant in the Important Facts Statement/ Applicant's

Declaration)?

請你再次確認你購買這份投資壽險產計劃的目的是(請投保人讀出於重要資料聲明書/投保人聲明書中所填寫之原因/考慮因素)。

#### 2. Key Questions

主要問題

#### 2.1 Sales Process

銷售程序

Question: Did your insurance agent/broker perform a Financial Needs Analysis and Risk Profiling based on information provided by you, before recommending the ILAS product to you?

問題:你的保險代理/經紀向你推介投資相連壽險計劃前,有否根據你提供的資料進行財務需要分析及風險承擔能力評估?

#### 2.2 Product features

產品特色

Question: Did you receive and understand the marketing literature that explains the key features of the policy, and the level of all charges and fees?

問題:你有否收到介紹保單主要特色的銷售資料?你是否明白資料的內容及所有收費與費用的詳情?

# 2.3 Amount of premium and premium term & implication if not fulfilling the premium payment for the chosen term

保費金額及繳付保費年期, 以及不按照供款年期繳付保費, 對保單可能造成的影響

Question: Can you please confirm whether the premium for the policy purchased by you is (insert the amount) and the premium term is (insert the premium payment period)? Are you aware that if you do not intend or are unable to complete the premium payment for the whole duration you have chosen, you should not acquire this policy as you may suffer a loss if you discontinue your premium payment earlier as fees and charges will be continuously deducted from your policy?

問題:請問你購買的保單保費金額是(請客戶讀出金額)?繳付保費年期是(請客戶讀出年期)?假如你在投保期間不打算或無法支付整段選定年期的保費,你就不應購買這份計劃;因為停止繳付保費,保單之費用或收費仍將繼續從你的保單中扣除,你可能因此蒙受損失。

#### 2.4 Understanding of penalties, fees or charges

明白需要繳付的罰款、費用或收費

Question: Did your insurance agent/broker explain the types of penalties, fees or charges? Specifically, they include (1) penalties or charges for early encashment, withdrawal and temporary suspension of premium payment; (2 if applicable) charges for switching of investment choice?

問題:你的保險代理/經紀有否解釋你需要繳付的罰款、費用或收費?特別是指:(1) 因提早領取現金價值、提款和暫緩繳交保費,而需要繳付的罰款或收費;(2 如適用者) 轉換投資選項之收費?

#### 2.5 Understand Potential Risk of Investments

明白投資的潛在風險

Question: In the Product Key Facts Statement, Principal Brochure, Investment Option Brochure and the marketing literature provided to you, the risk inherent in the investment of your policy has been set out. Are you aware that investment returns are not guaranteed and each investment choice is subject to market and interest rate fluctuations, and to the risks inherent in all investments? The value of investments may go down as well as up, and past performance is not indicative of future performance. 問題:產品資料概要、主要推銷刊物、投資選項手冊及銷售資料已詳列你購買的保單的所有投資固有風險。你是否知道投資回報並非保證,而每項投資選項都會受市場及利率波動影響,亦會受投資的固有風險影響?投資價值可跌可升,過去的投資表現不能作為日後表現的指標。

Question [applicable only for ILAS product with Market Value Adjustment] 問題 [只適用於帶有市值調整之投資相連壽險產品]

Are you aware that there may be potential loss due to Market Value Adjustment, which is determined at the sole discretion of us, under certain situation?

你是否知道若干情況下因為市值調整,保單可能會有潛在損失,而市值調整的幅度,是由本公司全權決定?

Your investment options "high\_risk\_fund" belongs to high risk category\*. High risk investment options may be subject to higher volatility.

您選擇的投資組合《高風險基金》屬高風險類別\*。高風險投資組合的表現可能會有較大波動。

# 2.6 Charges and changes in risk level of investment choices in switching

轉換投資選項之收費及風險水平的轉變

Question: Are you aware of the possible charges and possible changes in risk levels of the investment choices when switching? You have the right to seek professional financial advice when in doubt.

問題:你是否知道轉換投資選項可能需要支付收費,以及可能引致風險水平產生變化?如有疑問,你有權尋求專業的財務意見。

#### 2.7 Understanding of upfront and surrender charges

明白前置及退保的收費

Question: Are you aware that an up-front fee will be charged on the premium you paid before investment (where applicable)? Are you aware that a withdrawal and / or surrender charge will be deducted from the policy benefit if you make withdrawal from and / or surrender your policy within X years (insert the number of policy years where the withdrawal and / or surrender charge is applicable) (where applicable)? 問題:你是否知道你繳交的保費在用作出投資前,部分會先用來繳付保費的前置收費(如適用)?你是否知道,如果你在 x 年內提款及 / 或退保(填寫提款及 / 或退保收費適用之年期)(如適用),因為提款及 / 或退保而引申的收費,將會由你的保單利益中扣除?

# 3. Closing

結束

#### 3.1 Intermediaries' Remuneration

中介人的酬勞

Although you may pay nothing to the intermediary who sells/recommends this ILAS policy to you, the intermediary will, in effect, receive remuneration which may be borne out of the charges you pay. Different products and different intermediaries may have different forms of remuneration. Please consult your intermediary if you wish to know more about the remuneration that the intermediary may receive in respect of your ILAS policy.

雖然你可能沒有向銷售/推介本投連壽險保單的中介人支付任何金額,但中介人實際上會獲取酬勞,而酬勞可能來自你所支付的收費。不同的產品以及不同的中介人有不同的酬勞方式。你如欲進一步了解中介人就本投連壽險保單所收取的酬勞,請向你的中介人查詢。

### 3.2 Confirming suitability

確認適合性

# If the PSAR is conducted by call centre employee (電話服務員工), the following question should be asked by the call centre employee (電話服務員工):

Question: Please tell me which Box in Important Facts Statement and Applicant's Declaration did you choose?

問題:請你讀出選擇了A項, B項, 或是C項?

<< Depends on the customer's choice on the suitability declaration, read out the respective question as follows

請根據客戶於重要資料聲明書/投保人聲明書所作的選項而選擇以下的問題>>:

Scenario 1: The applicant has ticked <u>Box A</u> in Important Facts Statement and Applicant's Declarations

情況一:投保人於重要資料聲明書/投保人聲明書中選擇了A項

Question: You have ticked Box A, which means the features and risk level of the product(s) and your selected mix of underlying investment choices are suitable for you. Is this consistent with your understanding?

問題:你選擇了A項,即表示產品特色和風險程度與你所選擇的相關投資組合均適合你。 這說法是否與你所理解的一致?

Scenario 2: The applicant has ticked <u>Box B</u> in Important Facts Statement and Applicant's Declarations

情況二:投保人於重要資料聲明書/投保人聲明書中選擇了B項

Question: You have ticked Box B, which means that it is your intention and desire to proceed your application(s) despite the fact that the features and risk level of the product(s) and your selected mix of underlying investment choices may not be suitable for you. You explained in the Important Facts Statement and Applicant's Declarations that the reason is (insert the explanation provided in the Important Facts Statement and Applicant's Declarations). Is this consistent with your understanding?

問題:你於重要資料聲明書/投保人聲明書中選擇了**B**項,即表示產品特色和風險程度與你所選擇的相關投資組合可能並不適合你,

但你仍想繼續進行該計劃的申請,而你亦在重要資料聲明書/

投保人聲明書中所提供的理由是(加入在該重要資料聲明書/

投保人聲明書中填寫的理由)。這說法是否與你所理解的一致?

Scenario 3: The applicant has ticked <u>Box C</u> in Important Facts Statement and Applicant's Declarations

情況三:投保人於重要資料聲明書/投保人聲明書中選擇了<u>C項</u>

Question: You have ticked Box C, which means that it is your intention and desire to proceed your application(s) without completing the required Financial Needs Analysis and Risk Profile Questionnaire to ensure that the ILAS policy to be purchased is suitable for you. You explained in the Important Facts Statement and Applicant's Declarations

that the reason is (insert the explanation provided in the Important Facts Statement and Applicant's Declarations). Is this consistent with your understanding?

問題:你於重要資料聲明書/投保人聲明書中選擇了**C**項,即表示你拒絕進行財務需要分析及風險承擔能力評估,但你仍想繼續進行該計劃的申請,而你在重要資料聲明書/投保人聲明書中所提供的理由是(加入在該重要資料聲明書/投保人聲明書中填寫的理由)。這說法是否與你所理解的一致?

### 3.3 Important Facts Statement and Applicant's Declaration

重要資料聲明書及投保人聲明書

A copy of the Important Facts Statement and Applicant's Declaration which you have read and signed during the application will be attached to the ILAS policy contract to be delivered to you by your insurance agent/ broker. Please read it carefully once you have received it because it contained important information and facts which you should know

你的保險代理/經紀將會把你的投資相連壽險合約送交給你,並會一併送上在銷售時你已 經閱讀及簽署的「重要資料聲明書及投保人聲明書」副本。請你收到後小心細閱有關文件 的內容,因為當中列明了你必須知道的重要資料及概要。

# 3.4 Cooling-off Rights

冷靜期退保權益

Provide a statement on the customer's Cooling-off Rights and also specify the expiry date of the cooling-off period if known, or otherwise describe the date in general description.

向客戶提供冷靜期退保權益概要,若知道冷靜期屆滿的確實日期,應具體指明有關日期; 假如未能提供具體的屆滿日,即應簡介如何計算冷靜期的屆滿日。

#### 3.5 Closing Remark

結束備註

Thank the customer for their time and that you have verified all of the necessary information. Of course, if you have any queries, please feel free to either contact your broker/agent; who is keen on supporting you or contact us on xxxxx. Is there anything else that I can help you with today? 感謝客戶的寶貴時間,並說明已核實所需資料。假如客戶有任何查詢,可隨時聯絡其保險代理 / 經紀,中介人定必樂意解答有關問題,客戶亦可致電xxxxx與我們聯絡。詢請客戶是否尚有其他需要效勞的地方?

Yes – follow on 有 – 繼續跟進。

No-Bye. 沒有一再見。