

# 臺銀人壽 OIU 超美利美元外幣增額終身壽險

BankTaiwan Life OIU Chao Mei Li USD Increasing Whole Life Insurance

給付項目：祝壽保險金、身故保險金、全殘廢保險金

(Contract Coverage：Survival Benefit、Death Benefit、Total Permanent Disability Benefit)

※本保險為不分紅保險單，不參加紅利分配，並無紅利給付項目。

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

※本保險為外幣保單，本公司所收付之款項均以美元計價，要保人及受益人需自行承擔因匯率變動可能產生之匯兌損益及匯兌費用。

※This insurance policy is a foreign currency insurance policy. All payments and transactions will be denominated in USD. The proposer and the beneficiary both are required to bear their own gains and costs due to the changes of exchange rate.

1. 本商品經本公司合格簽署人員檢視其內容業已符合一般精算原則及保險法令，惟為確保權益，基於保險公司與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。
- 1.This insurance policy has been reviewed and signed by BankTaiwan Life's qualified signers on the basis of the general actuarial principles and Insurance Laws or Acts. A customer shall read and understand the policy provisions in detail for confirming both liabilities and obligations, and the proposer should choose the insurance product carefully. If there is any false statement or violation in the insurance policy, the company and the person in charge should take responsibility in accordance with the Insurance Laws or Acts.
2. 投保後解約或不繼續繳費可能不利消費者，請慎選符合需求之保險商品。
- 2.To terminate or stop paying the premium after the contract was established may harm the customers, and therefore the proposer please choose the insurance policy meeting their needs.
3. 保險契約各項權利義務皆詳列於保單條款，消費者務必詳加閱讀了解，並把握保單契約撤銷之時效。
- 3.The rights and obligations of the insurance contract are all set out in policy provisions, and customers shall read and understand the policy provisions in detail and keep an eye on the period of exercising the right of cancellation.

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## 保險契約的構成

### 第一條

本保險單條款、附著之要保書、批註及其他約定書，均為本保險契約（以下簡稱本契約）的構成部分。

本契約的解釋，應探求契約當事人的真意，不得拘泥於所用的文字；如有疑義時，以作有利於被保險人的解釋為原則。

本契約內容以中文及英文並列，如保單條款因中文與英文不符或衝突時，以中文為準。

## Article 1 [Constitution of the Insurance Contract]

The policy provisions, the attached insurance proposal, endorsements, and other agreements are all constituent parts of this insurance contract; hereinafter "this contract".

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

Shall there be any questions or discrepancy between English and Chinese version, the Chinese version shall prevail.

## 名詞定義

### 第二條

本契約所用名詞定義如下：

- 一、保險金額：係指保險單首頁所載本契約之投保金額，如該金額有所變更時，則以變更後並批註於保險單之金額為準。
- 二、當年度保險金額：係指「保險金額」乘上附表一之「當年度保險金額係數」所得之金額。  
「當年度保險金額係數」計算方式如下：
  - (一)第一保單年度至第六保單年度：自第一保單年度起，以年利率百分之十五，依據單利方式計算至各保單年度所得之數值。
  - (二)第七保單年度至保險期間屆滿年度：按第六保單年度之「當年度保險金額係數」為基礎，以年利率百分之二點七五，依據複利方式計算至各保單年度，並四捨五入取至小數點後第四位所得之數值。
- 三、保險年齡：係指按投保時被保險人以足歲計算之年齡，但未滿一歲的零數超過六個月者加算一歲，以後每經過一個保單年度加算一歲。
- 四、年繳保險費總和：係指被保險人身故或經診斷確定致成全殘廢當時之「保險金額」對照之表定年繳保險費費率（不含特別承保所加收之保險費）乘以保單年度數所計得之金額。前開「保單年度數」係指自本契約生效日起至被保險人身故或確定致成全殘廢當時所經過之週年數，未滿一週年者，以一週年計。但最多以保險單首頁所載之本契約繳費年期為限。
- 五、匯款相關費用：係指匯出銀行、收款銀行及中間銀行所收取之匯款手續費、郵電費及其他費用。
- 六、全額匯出：係指要保人或受益人向匯出銀行提出申請使匯款金額全額到達本公司所指定之帳戶。要保人或受益人交付各款項時，應以「全額匯出」存入或匯入本公司指定之外匯存款帳戶。
- 七、通訊資訊：係指要保人於本契約有效期間內提供予本公司聯繫之最後資訊，包括但不限於聯繫地址、住家電話、行動電話及 E-MAIL 等。
- 八、通知方式：係指本公司於本契約有效期間內依約定應通知要保人（或受益人）時採行之方式，包括但不限於書面、電子檔、簡訊、E-MAIL 及電話等；本公司之各項通知，得以前述通知方式中之任一項為之。

## Article 2 [Definitions]

The definitions of terminologies in this contract are as follows:

1. "Face Amount" means the amount of insured that must be reported on the 1<sup>st</sup> page of insurance policy. The amount would be written on the endorsement of the policy while the amount is subject to change.
2. "Current Year Sum Insured" means the face amount multiplied by the annual coefficient of insured amount stated in Appendix I.  
"The annual coefficient of insured amount" is defined as below :
  - (A) From the 1<sup>st</sup> to the 6<sup>th</sup> policy year : The annual coefficient is calculated by using simple interest calculation formula with the annual interest rate, 15%.
  - (B) From the 7<sup>th</sup> policy year to the policy anniversary when the insured's attained age reaches 111 : Based on the 6<sup>th</sup> year coefficient, the annual coefficient is calculated by using compound interest calculation formula with the annual interest rate, 2.75%.
3. "Attained Age" means the age of the insured at the time it takes out the insurance contemplated by this

contract, provided any fraction of a year that is over six months is deemed a year, and a year will be added after the lapse of each policy year.

4. "Total Annual Premiums" means the total amount has been accumulated by the annual premiums. That is the annual premium multiplies by the number of premium-paid years. "The annual premium" is defined as the annual premium rate stated in BankTaiwan Life Web Site multiplied by face amount that is set on the policy upon the occurrence of a qualifying event, the death or TDP of the insured. "The number of premium-paid years" means the number of policy years past that counts from the effective date of this contract to the occurrence of a qualifying event such as the death or TDP of the insured, but not greater than the paying period.
5. "Remittance Fee" refers to all charges including telegraphic transfer charges, cable charges, and handling charges if any arising from outward remittance, charged by remittance bank and intermediary bank.
6. "Full Payment" refers to the remittance method that the beneficiary bank receives full amount of remittance; the proposer or the beneficiary therefore bears all remittance fee and deposits remittance to the beneficiary bank which was appointed by BankTaiwan Life.
7. "Communications / Mailing Information" refers to the latest correspondence information provided by the proposer to BankTaiwan Life, including, but not limited to, the correspondence address, residential number, mobile number, e-mail, etc. while this contract is in force.
8. "Notification Methods" refers to the means by which BankTaiwan Life notifies the proposer or the beneficiary as required, including, but not limited to, hard copy, soft copy, text messages, e-mail, telephone and so forth, while this contract is in force. BankTaiwan Life may give notice by any of the methods above.

## **貨幣單位、各種款項之收付方式及匯率風險**

### **第三條**

本契約保險費之收取或返還、支付或返還保險單借款、保險給付及其他款項收付之幣別，皆以美元為貨幣單位。

前項各種款項之收付方式均須以外匯存款帳戶存撥之。

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

## **Article 3 [Currency, Receipts and Refunds, and Exchange Rate Risks]**

The currency unit used in any receipt and refund of premiums, and any payment or return of various insurance benefits, policy loans, and etc. shall all be in US dollars (USD).

Any of the above premiums or payments shall be deposited in or wired to or from the foreign currency saving account designated by BankTaiwan Life.

The proposer and beneficiary shall understand of bearing the risk of gain or loss from converting USD into other currencies due to different exchange rates in the future.

## **匯款相關費用之負擔**

### **第四條**

本契約相關款項之收付，若產生匯款相關費用時，依下列方式處理：

- 一、要保人交付保險費、清償保險單借款本息或要保人、受益人依第十四條約定歸還身故保險金予本公司時，由要保人或受益人負擔匯款相關費用，但收款銀行收取（或扣除）之手續費由本公司負擔。
- 二、本公司給付解約金、保險金、保險單借款及返還保險費、保單價值準備金時，由本公

司負擔匯款相關費用，但收款銀行收取（或扣除）之手續費由收款人負擔。

三、因本公司之錯誤致依第二十八條第二項退還保險費或補繳保險費者，匯款相關費用由本公司負擔。

非屬前項列舉之情形而產生匯款相關費用時，由匯款人負擔匯款相關費用，但收款人須負擔收款銀行收取（或扣除）之手續費。

如要保人或受益人選擇於本公司指定銀行開立之外匯存款帳戶交付或受領各款項時，其所有匯款相關費用均由本公司負擔。

因收款人提供之匯入帳戶有誤，以致必須對同一筆款項進行第二次（含）以上的匯款時，應由收款人負擔匯款相關費用。

本條各項費用之負擔另表列說明如附表二。

#### **Article 4 [Relevant Remittance Charges]**

Remittance charges arising out of a relevant payment under this contract shall be handled as follows:

1. In the case where the proposer delivers premiums or repays policy loans, or either the proposer or the beneficiary refunds the death benefit to BankTaiwan Life pursuant to Article 14, the proposer or the beneficiary shall bear the relevant remittance charges, provided the company shall bear the remittance fees charged or deducted by the beneficiary bank.
2. Should the company pay the surrender value, insurance benefits, policy loans, or refund premiums or policy value reserve, the relevant remittance charges shall be borne by BankTaiwan Life. However, the remittance fees charged or deducted by the beneficiary bank shall be borne by the payee.
3. If the amount of returning paid premiums or making up the underpayment due to miscalculation of age in the 2<sup>nd</sup> paragraph of Article 28, and such error is attributable to the company, BankTaiwan Life bears the relevant remittance charges.

Any other relevant remittance charges not specified by the preceding paragraph shall be borne by the remitter, provided the remittance fees charged or deducted by the beneficiary bank shall be borne by the payee.

Should the proposer or the beneficiary choose to make payments or receipts via a foreign currency saving account designated by BankTaiwan Life, all relevant remittance charges shall be borne by BankTaiwan Life.

In the case where the remittance fails due to reasons attributable to the payee, result in doing the remittance more than once, all subsequent processing charges concerned should be borne by the payee.

The relevant remittance fees and charges are also listed on Appendix II.

#### **契約撤銷權**

##### **第五條**

要保人於保險單寄送或交付的翌日起算二十一日內，得以書面或其他約定方式檢同保險單向本公司撤銷本契約。

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

#### **Article 5 [Right of Cancellation]**

The proposer may cancel this contract within the following 21 days after BankTaiwan Life mails or delivers the insurance policy by providing written notice or other designated methods with the insurance policy provided by BankTaiwan Life.

When the proposer exercises the right to cancel this contract as aforesaid in preceding paragraph, cancellation shall take effect since the following 12am upon receipt of the proposer's written notice of cancellation intent; this contract will then be void ab initio and BankTaiwan Life shall return paid premiums without accrued interests to the proposer. BankTaiwan Life will not provide policy coverage after cancellation being effective. However, if the insurance peril occurred before cancellation being effective, BankTaiwan Life shall provide policy coverage under this contract.

## **保險責任的開始及交付保險費**

### **第六條**

本公司應自同意承保並收取第一期保險費後負保險責任，並應發給保險單作為承保的憑證。本公司如於同意承保前，預收相當於第一期保險費之金額時，其應負之保險責任，以同意承保時溯自預收相當於第一期保險費金額時開始。

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

要保人交付第一期保險費時，應以「全額匯出」存入或匯入本公司指定之外匯存款帳戶。

## **Article 6 [Commencement of Insurer's Liability and Consignment of Insurance Premium]**

BankTaiwan Life shall bear insurance liabilities after committing to insure and receiving the first payment of insurance premium from the proposer. BankTaiwan Life will issue an insurance contract as evidence of its commitment to insure.

If BankTaiwan Life collects in advance an amount equal to the first payment of insurance premium before committing to insure, BankTaiwan Life shall bear insurance liabilities from the date on which such payment is collected.

Under the circumstance as described in preceding paragraph, if insurance peril happens before BankTaiwan Life commits to insure, BankTaiwan Life will bear insurance liabilities accordingly.

When the proposer pays the first payment of insurance premium, the payments should be deposited into the foreign currency saving account designated by BankTaiwan Life in full payment.

## **保險範圍**

### **第七條**

被保險人於本契約有效期間內身故，或經診斷確定致成全殘廢，或保險年齡達一百一十一歲之保單週年日仍生存時，本公司依本契約約定給付保險金。

## **Article 7 [Scope of Insurance]**

During the effective period of this contract, BankTaiwan Life will provide policy coverage upon insured peril occurred (the insured's death, become total permanent disability as described in any one of the categories in Appendix III, or attained age reaches 111) according to this contract.

## **第二期以後保險費的交付、寬限期間及契約效力的停止**

### **第八條**

分期繳納的第二期以後保險費，應照本契約所載交付方法及日期，以「全額匯出」存入或匯入本公司指定之外匯存款帳戶，本公司應交付開發憑證。第二期以後分期保險費到期未交付時，自催告到達翌日起三十日內為寬限期間。

逾寬限期間仍未交付者，本契約自寬限期間終了翌日起停止效力。如在寬限期間內發生保險事故時，本公司仍負保險責任。

#### **Article 8 [The insurance premium after the second installment、Grace Period and Lapse of Policy]**

The proposer shall pay the insurance premium after the second installment of periodic installments in the ways and date indicated in this contract. BankTaiwan Life will issue a receipt after the amount of insurance premium deposited into the foreign currency saving account designated by BankTaiwan Life in full Payment. When the insurance premium after the second installment is past due, the grace period is 30 days from the sending of notice of premium payment.

If no premium payment is made by end of the grace period, this contract will lapse from the following day when the grace period expired. If the insured peril occurs during the grace period, BankTaiwan Life shall bear insurance liabilities.

#### **保險費的墊繳及契約效力的停止**

##### **第九條**

要保人得於要保書或繳費寬限期間終了前以書面或其他約定方式聲明，第二期以後的分期保險費於超過寬限期間仍未交付者，本公司應以本契約當時的保單價值準備金（如有保險單借款者，以扣除其借款本息後的餘額）自動墊繳其應繳的保險費及利息，使本契約繼續有效。但要保人亦得於次一墊繳日前以書面或其他約定方式通知本公司停止保險費的自動墊繳。墊繳保險費的利息，自寬限期間終了翌日起，按墊繳當時本保單辦理保單借款的利率計算，並應於墊繳日後之翌日開始償付利息；但要保人自應償付利息之日起，未付利息已逾一年以上而經催告後仍未償付者，本公司得將其利息滾入墊繳保險費後再行計息。前項每次墊繳保險費的本息，本公司應即出具憑證交予要保人，並於憑證上載明墊繳之本息及本契約保單價值準備金之餘額。保單價值準備金之餘額不足墊繳一日的保險費且經催告到達後屆三十日仍不交付時，本契約效力停止。

#### **Article 9 [Premium Loans and Suspension of Validity]**

In order to keep the contract in effect, the proposer could apply for the automatic premium loan by providing written notice or other designated methods before the end of grace period or at the time this contract is entered into. Then if the insurance premium after the second installment is past due over grace period, the company shall pay the installment premiums and accrued interests by the amount of policy value reserve that minus the principal and interest of any policy loan due. The proposer may also stop the automatic premium loan by providing written notice or other designated methods before the next payment. The premium loan interests accrue since the grace period expired on the interest rate of the policy loan. The accrued interest shall be paid from the next day of the payment of premium loan. The company shall inform the proposer making an interest payment. If the proposer would not pay the interest payment more than one year after the notice, the company will make the total interests as the principal of premium loan. BankTaiwan Life will issue the proposer a notice when each premium loan is made according to the preceding paragraph. The notice will include premium loan with principal and accrued interests, and the remaining amount of policy value reserve. From policy effective date onward, if the remaining amount of policy value reserve is lower than the daily premium to be deducted, the company will inform the proposer making a premium payment the day the account value decrease to zero. The grace period is 30 days from the sending of notice.

If no premium payment is made by end of the grace period, this contract will lapse from the following day when the grace period expired.

## 本契約效力的恢復

### 第十條

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

要保人於停止效力之日起六個月內提出前項復效申請，並經要保人清償保險費扣除停效期間的危險保險費後之餘額，自翌日上午零時起，開始恢復其效力。

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

被保險人之危險程度有重大變更已達拒絕承保程度者，本公司得拒絕其復效。

本公司未於第三項約定期限內要求要保人提供可保證明，或於收齊可保證明後十五日內不為拒絕者，視為同意復效，並經要保人清償第二項所約定之金額後，自翌日上午零時起，開始恢復其效力。

要保人依第三項提出申請復效者，除有同項後段或第四項之情形外，於交齊可保證明，並清償第二項所約定之金額後，自翌日上午零時起，開始恢復其效力。

本契約因第九條第二項或第二十六條約定停止效力而申請復效者，除復效程序依前六項約定辦理外，要保人清償保險單借款本息與墊繳保險費及其利息，其未償餘額合計不得逾依第二十六條第一項約定之保險單借款可借金額上限。

第一項約定期限屆滿時，本契約效力即行終止，本契約若累積達有保單價值準備金，而要保人未申請墊繳保險費或變更契約內容時，本公司應主動退還剩餘之保單價值準備金。

## Article 10 [Reinstatement of This Contract]

The proposer may reinstate this suspended contract within two years after lapse but no later than coverage period of this contract.

If the proposer submits the reinstatement application and pays up all top-up premiums less the risk premium for the suspended period, this contract will be reinstated from 12 o'clock midnight of the next day on receipt of such payment.

Where the proposer applies for reinstatement within six months after this contract lapse, BankTaiwan Life may require the proposer to provide evidence of insurability (EOI) of the insured within 5 days after receipt of reinstatement application. If the proposer failed to provide EOI of the insured within 10 days from the day BankTaiwan Life requires EOI from the proposer, BankTaiwan Life could reject this reinstatement application.

If the degree of risk of the insured has undergone a change that is sufficiently material as to justify refusal to insure, BankTaiwan Life could reject this reinstatement.

If BankTaiwan Life does not require EOI within the time period set out in the 3<sup>rd</sup> paragraph or does not reject within 15 days after receipt of EOI and all other required documents, it will be deemed that BankTaiwan Life agrees on the reinstatement and this contract will be reinstated from 12 o'clock midnight of the next day on receipt of payments as set out in the 2<sup>nd</sup> paragraph.

If proposer applies for reinstatement per 3<sup>rd</sup> paragraph, unless otherwise provided for in the second half of the 3<sup>rd</sup> paragraph or the Proviso of the 4<sup>th</sup> paragraph, this contract will be reinstated from 12 o'clock midnight of the next day on receipt of EOI (if required) and payments as set out in the 2<sup>nd</sup> paragraph.

If this contract lapses due to condition referred in the 2<sup>nd</sup> paragraph of Article 9 or Article 26, not only the process of reinstatement shall follow the procedure set forth in preceding the 1<sup>st</sup> to the 6<sup>th</sup> paragraphs, but also the outstanding policy loans, premium loans plus accrued interests shall not violate against the amount as aforesaid in the 1<sup>st</sup>

paragraph of Article 26 under any circumstance.

This contract will be terminated immediately when the demand period as set out in the 1<sup>st</sup> paragraph expired. If the proposer would not apply for premium loan or any changes of this contract, should there be any policy value reserve accumulated under this contract, BankTaiwan Life shall automatically refund the remaining policy value reserve.

## **告知義務與本契約的解除**

### **第十一條**

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

前項解除契約權，自本公司知有解除之原因後，經過一個月不行使而消滅；或自契約訂立後，經過二年不行使而消滅。

本公司通知解除契約時，如要保人死亡、居住所不明，致通知無法送達時，本公司得將該通知送達受益人。

## **Article 11 [Disclosure Obligations and Rescission of This Contract]**

At the time this contract is entered into, the proposer and the insured shall make truthful representations in response to the written inquiries of BankTaiwan Life in the proposal regarding notifications. In the event of any concealment, nondisclosure or misrepresentation that is sufficient to alter or diminish BankTaiwan Life's risk assessment, BankTaiwan Life may rescind the contract; the same shall apply after the insured incident has occurred, provided that this provision does not apply where the occurrence of the risk was not based upon any fact that the proposer or the insured did or did not represent.

The right to rescind as stated in the preceding paragraph shall expire if not exercised within one month of the time the company knows of the cause for rescission or within two years after the contract is entered into.

When sending notice of rescind to the proposer, if the proposer is deceased, disappeared, with unknown domicile so that the notice of rescind is not reachable, BankTaiwan Life may deliver the notice to the beneficiary.

## **契約的終止**

### **第十二條**

要保人得隨時終止本契約。

前項契約之終止，自本公司收到要保人書面通知時，開始生效。

要保人保險費已付足達一年以上或繳費累積達有保單價值準備金而終止契約時，本公司應於接到通知後一個月內償付解約金。逾期本公司應加計利息給付，其利息按本保單辦理保單借款之利率與民法第二百零三條法定週年利率兩者取其大者計算。本契約歷年解約金額例表如保險單附表。

## **Article 12 [Termination of This Contract]**

The proposer may terminate this contract any time.

Termination of this contract as aforesaid in the preceding paragraph shall take effect on receipt of written request of termination from the proposer.

If the proposer has paid more than one year premiums or the paid premiums have accumulated up policy value reserve, BankTaiwan Life shall return the surrender value within one month on receipt of termination request.



Where the payment is not made within one month, BankTaiwan Life shall compensate for accrued interests at the greater of the interest rate of the policy loan under this policy and the rate specified in Article 203 of the Taiwan Civil Code.

The surrender values under the contract are specified in the table of surrender values attached to the policy.

## **保險事故的通知與保險金的申請時間**

### **第十三條**

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

本公司應於收齊前項文件後三十日內給付之。但因可歸責於本公司之事由致未在前述約定期限內為給付者，應按本保單辦理保單借款之利率與民法第二百零三條法定週年利率兩者取其大者加計利息給付。

## **Article 13 [Notification of Insurance Events and Period of Application for Insurance Benefits]**

The proposer or beneficiary shall notify the company within 10 days from becoming aware of the occurrence of any event for which the company bears insurance liability and shall provide the required documents as quickly as possible after such notification to the company for claiming insurance benefits.

The company shall pay benefits within 30 days from the receipt of the documents mentioned in the preceding paragraph. If the payment is not made within that period due to factors attributable to itself, BankTaiwan Life shall pay interest at the greater of the interest rate of the policy loan under this policy and the rate specified in Article 203 of the Taiwan Civil Code.

## **失蹤處理**

### **第十四條**

被保險人在本契約有效期間內失蹤者，如經法院宣告(判決)死亡時，且該判決無民事訴訟法第四百零二條不認其效力之情形者，本公司根據經公證或認證之法院宣告(判決)內所確定死亡時日為準，依第十六條約定給付身故保險金；如要保人或受益人能提出證明文件，足以認為被保險人極可能因意外傷害事故而死亡者，本公司應依意外傷害事故發生日為準，依第十六條約定給付身故保險金。

前項情形，本公司給付身故保險金後，如發現被保險人生還時，要保人或受益人應將該筆已領之身故保險金歸還本公司，其間若有應給付保險金之情事發生者，仍應予給付。但有應繳之保險費，本公司仍得予以扣除。

## **Article 14 [Disappearance of The Insured]**

Where the insured disappears during the term of this contract and is proclaimed (or ruled) dead by a court, which judgment does not conform to Article 402 of the Taiwan Code of Civil Procedure (where a final and binding judgment rendered by a foreign court shall not be recognized), BankTaiwan Life shall pay either death benefit pursuant to Article 16 of this contract based on the date of death determined in such court proclamation or judgment as has been notarized or certified. If the proposer or the beneficiary is able to provide sufficient documentation proving it is highly likely that the insured's death is due to an accidental injury event, BankTaiwan Life shall pay either death benefit pursuant to Article 16 of this contract based on the date of occurrence of such accidental injury event.

If BankTaiwan Life, after paying death benefit pursuant to the preceding paragraph, finds the insured alive, the

proposer or the beneficiary shall refund such death benefit to the company. During that period of time, should any event for which insurance benefits are payable occur, BankTaiwan Life shall still pay the relevant insurance benefit or minus the premiums due and payable.

## 祝壽保險金的給付

### 第十五條

被保險人於本契約有效期間且保險年齡達一百一十一歲之保單週年日仍生存時，本公司按「當年度保險金額」給付「祝壽保險金」。

本公司給付「祝壽保險金」後，本契約效力即行終止。

## Article 15 [Payment of Survival Benefit]

If the insured survives the term to the attained age of 111 years old within the policy effective period, BankTaiwan Life will pay the current year sum insured as the survival benefit.

Once the survival benefit has been paid by BankTaiwan Life, this contract shall be terminated.

## 身故保險金的給付

### 第十六條

被保險人於本契約有效且於繳費期間內身故者，本公司按其身故當時之下列二款金額較大者給付「身故保險金」：

- 一、保單價值準備金。
- 二、年繳保險費總和之一點零六倍。

被保險人於本契約有效且於繳費期間屆滿後身故者，本公司按其身故當時之下列三款金額最大者給付「身故保險金」：

- 一、當年度保險金額。
- 二、保單價值準備金。
- 三、年繳保險費總和之一點零六倍。

本公司給付「身故保險金」後，本契約效力即行終止。

## Article 16 [Payment of Death Benefit]

The insured incurs death within both the policy effective period and the premium paying period, BankTaiwan Life will take a lump-sum death benefit payment to the beneficiary. Whichever the death benefit as below is greater:

- 1. Policy Value Reserve.
- 2. 1.06 times Total Annual Premiums.

The insured incurs death within the policy effective period but after the premium paying period, BankTaiwan Life will take a lump-sum death benefit payment to the beneficiary. Whichever the death benefit as below is greatest:

- 1. Current Year Sum Insured.
- 2. Policy Value Reserve.
- 3. 1.06 times Total Annual Premiums.

Once the death benefit has been paid by BankTaiwan Life, this contract shall be terminated.

## 全殘廢保險金的給付

### 第十七條

被保險人於本契約有效且於繳費期間內經診斷確定致成全殘廢程度表（詳附表三）所列殘廢程度之一者，本公司按其診斷確定全殘廢當時之下列二款金額較大者給付「全殘廢保險金」。

金」：

- 一、保單價值準備金。
- 二、年繳保險費總和之一點零六倍。

被保險人於本契約有效且於繳費期間屆滿後經診斷確定致成附表三所列殘廢程度之一者，本公司按其診斷確定全殘廢當時之下列三款金額最大者給付「全殘廢保險金」：

- 一、當年度保險金額。
- 二、保單價值準備金。
- 三、年繳保險費總和之一點零六倍。

被保險人同時致成附表三所列二項以上全殘廢程度時，本公司只給付一項「全殘廢保險金」。本公司給付「全殘廢保險金」後，本契約效力即行終止。

#### **Article 17 [Payment of Total Permanent Disability Benefit]**

The insured must be TPD due to the illness or injury on a level of total permanent disability which would be listed on Appendix III within both the policy effective period and the premium paying period, BankTaiwan Life will take a lump-sum TPD benefit payment to the insured. Whichever the TPD benefit as below is greater:

- 1. Policy Value Reserve.
- 2. 1.06 times Total Annual Premiums Paid.

The insured must be TPD due to the illness or injury on a level of total permanent disability which would be listed on Appendix III within the policy effective period but after the premium paying period, BankTaiwan Life will take a lump-sum TPD benefit payment to the insured. Whichever the TPD benefit as below is greatest:

- 1. Current Year Sum Insured.
- 2. Policy Value Reserve.
- 3. 1.06 times Total Annual Premiums Paid.

If the insured is in two or more specific conditions under the TPD definition which would be listed on Appendix III, BankTaiwan Life would pay TPD benefit payment only once.

Once the TPD benefit has been paid by BankTaiwan Life, this contract shall be terminated.

#### **祝壽保險金的申領**

##### **第十八條**

受益人申領「祝壽保險金」時，應檢具下列文件：

- 一、保險單或其謄本。
- 二、保險金申請書。
- 三、受益人的身分證明及受益人與被保險人之關係證明文件。

上述文件如本公司認為有必要情形時，得請受益人補行公證或認證程序。

#### **Article 18 [Application for Survival Benefit]**

The beneficiary shall submit the following documents to claim “survival benefit”:

- 1. The insurance policy or a transcript thereof.
- 2. An application form.
- 3. A certificate of identity of the beneficiary and a supporting document verifying its relationship to the insured.

BankTaiwan Life may request the beneficiary to notarize or certify the above documents if the company deems it necessary.

## 身故保險金的申領

### 第十九條

受益人申領「身故保險金」時，應檢具下列文件：

- 一、保險單或其謄本。
  - 二、被保險人死亡證明書及註銷身分證明文件。
  - 三、保險金申請書。
  - 四、受益人的身分證明及受益人與被保險人之關係證明文件。
- 上述文件如本公司認為有必要情形時，得請受益人補行公證或認證程序。

### Article 19 [Application for Death Benefit]

The beneficiary shall submit the following documents to claim “death benefit”:

1. The insurance policy or a transcript thereof.
2. A death certificate and a write-off certificate of identity of the insured.
3. An application form.
4. A certificate of identity of the beneficiary and a supporting document verifying its relationship to the insured.

BankTaiwan Life may request the beneficiary to notarize or certify the above documents if the company deems it necessary.

## 全殘廢保險金的申領

### 第二十條

受益人申領「全殘廢保險金」時，應檢具下列文件：

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

上述文件如本公司認為有必要情形時，得請受益人補行公證或認證程序。

受益人申領全殘廢之保險金時，本公司得對被保險人的身體予以檢驗，必要時並得另經受益人同意調閱被保險人之就醫相關資料，其一切費用由本公司負擔。但不因此延展本公司依第十三條約定應給付之期限。

### Article 20 [Application for Total Permanent Disability Benefit]

The beneficiary shall submit the following documents to claim “total permanent disability benefit”:

1. The insurance policy or a transcript thereof.
2. Diagnosis of total permanent disability.
3. An application form.
4. A certificate of identity of the beneficiary.

BankTaiwan Life may request the beneficiary to notarize or certify the above documents if the company deems it necessary.

When the beneficiary files for total permanent disability benefit, BankTaiwan Life may examine the body of the insured and, if necessary, request to review its relevant medical records. The examination fees at the designated hospital shall be borne by BankTaiwan Life. The payment is no late than the period stated in Article 13.

## 除外責任

### 第二十一條

有下列情形之一者，本公司不負給付保險金的責任：

- 一、要保人故意致被保險人於死。
  - 二、被保險人故意自殺或自成附表三所列之全殘廢。但自契約訂立或復效之日起二年後故意自殺致死者，本公司仍負給付身故保險金之責任。
  - 三、被保險人因犯罪處死或拒捕或越獄致死或致成附表三所列之全殘廢。
- 前項第一款及第二十二條情形致被保險人成附表三所列之全殘廢時，本公司按第十七條的約定給付全殘廢保險金。
- 因第一項各款情形而免給付保險金者，本契約累積達有保單價值準備金時，依照約定給付保單價值準備金予應得之人。

## Article 21 [Exclusions]

In the event of any of the following circumstances, BankTaiwan Life is not obligated to pay the insured amount:

1. If a proposer willfully causes the death of the insured.
2. If the insured willfully commits suicide or becomes total permanent disability as indicated in Appendix III. However, if such willful suicide occurs after two years from either the date on which the contract is entered into or its date of reinstatement, the company shall still assume liability for the death benefit.
3. If the insured is executed for a crime or dies or becomes total permanent disability as indicated in Appendix III as a result of resisting arrest or escaping from jail.

Should the insured become total permanent disability as indicated in Appendix III as the result of any cause as provided in the 1<sup>st</sup> subsection of the preceding paragraph or Article 22, BankTaiwan Life shall still pay the total permanent disability benefit in accordance with Article 17 hereof.

Should BankTaiwan Life be absolved from paying any benefit, due to the causes laid out in the subsections under the 1<sup>st</sup> paragraph, BankTaiwan Life shall refund the policy value reserve (if any) to the proposer.

## 受益人受益權之喪失

### 第二十二條

受益人故意致被保險人於死或雖未致死者，喪失其受益權。

前項情形，如因該受益人喪失受益權，而致無受益人受領保險金時，其保險金作為被保險人遺產。如有其他受益人者，喪失受益權之受益人原應得之部分，按其他受益人原約定比例分歸其他受益人。

## Article 22 [Forfeit of The Right to Receive Benefits]

A beneficiary who willfully causes the death of the insured, or attempts unsuccessfully to do so, shall forfeit the right to receive benefits.

If a beneficiary forfeits the right to receive benefits due to reasons set forth in the preceding paragraph, and leaving no beneficiary to receive the benefits, the benefits shall be treated as part of the insured's estate. Should there be other beneficiaries, they may divide such benefits according to the originally agreed proportion.

## 欠繳保險費或未還款項的扣除

### 第二十三條

本公司給付各項保險金、解約金或返還保單價值準備金時，如要保人有欠繳保險費（包括經本公司墊繳的保險費）或保險單借款未還清者，本公司得先抵銷上述欠款及扣除其應付利息後給付其餘額。

## **Article 23 [Deduction of Arrears]**

When BankTaiwan Life would like to pay any benefits, surrender value, or return policy value reserve, it shall in advance deduct all the proposer's outstanding premiums, policy loans, and/ or accrued interests.

### **保險金額之減少**

#### **第二十四條**

要保人在本契約有效期間內，得申請減少保險金額，但是減額後的保險金額，不得低於本保險最低承保金額，其減少部分依第十二條契約終止之約定處理。

## **Article 24 [Reduction of Sum Assured]**

During the term of this contract, the proposer may apply for the reduction of the sum assured according to BankTaiwan Life regulations, provided that the reduced sum assured is not lower than the minimum sum assured of this insurance. The reduced sum assured will be treated in accordance with Article 12.

### **減額繳清保險**

#### **第二十五條**

要保人繳足保險費累積達有保單價值準備金時，要保人得以當時保單價值準備金扣除營業費用後的數額作為一次繳清的躉繳保險費，向本公司申請改保同類保險的「減額繳清保險」，其保險金額如保險單附表。要保人變更為「減額繳清保險」後，不必再繼續繳保險費，本契約繼續有效。其保險範圍與原契約同，但保險金額以減額繳清保險金額為準，其保單價值準備金金額按減額繳清保險金額為準計算。

要保人選擇改為「減額繳清保險」當時，倘有保單借款或欠繳、墊繳保險費的情形，本公司將以保單價值準備金扣除欠繳保險費或借款本息或墊繳保險費本息及營業費用後的淨額辦理。

本條營業費用以原保險金額之百分之一或以其保單價值準備金與其解約金之差額，兩者較小者為限。

本契約變更為「減額繳清保險」後，本公司不接受保險金額及險種之變更。

## **Article 25 [Reduced Paid-up Insurance]**

Should there be a policy value reserve due to the accumulation of paid premiums, the proposer may take the amount of policy value reserve minus business expense as a single premium, and apply for reduced paid-up insurance. The sum insured of reduced paid-up insurance is given in Annexure. The proposer has no need to pay the premium anymore after changing to the reduced paid-up insurance, and the contract remains in effect. The scope of reduced paid-up insurance is the same as this insurance policy; nevertheless, the policy value reserve will be calculated by the sum assured which recorded on this contract that will change to the reduced paid-up insurance. The policy value reserve shall minus the policy loans, premium loans, accrued interests of these loans, and business expense before the proposer makes the change for reduced paid-up insurance.

The business expense is calculated based on the smaller cost of the amount calculated according to the sum insured in this contract multiplies by 1% and the difference between policy value reserve and surrender value.

After the proposer makes the change for reduced paid-up insurance, BankTaiwan Life would not accept any changes of this contract.

## 保險單借款及契約效力的停止

### 第二十六條

要保人繳足保險費累積達有保單價值準備金時，要保人得向本公司申請保險單借款，其可借金額上限為借款當日保單價值準備金之百分之七十，未償還之借款本息，超過其保單價值準備金時，自本公司通知發出翌日起六十日內要保人未返還者，本契約效力自該六十日之翌日起停止。

## Article 26 [Policy Loans and Suspension of Validity]

Should there be a policy value reserve due to the accumulation of paid premiums, the proposer may apply for policy loans in accordance with BankTaiwan Life regulations. The loan amount is not exceeding 70% of the policy value reserve. If the principal and interest of a policy loan exceed the policy value reserve, the validity of this contract shall be suspended from the date following the 60-day notice issued by BankTaiwan Life unless the proposer repays the loan within 60 days.

## 不分紅保險單

### 第二十七條

本保險為不分紅保單，不參加紅利分配，並無紅利給付項目。

## Article 27 [Non-Participation Policy]

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

## 投保年齡的計算及錯誤的處理

### 第二十八條

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

被保險人的投保年齡發生錯誤時，依下列規定辦理：

- 一、真實投保年齡較本公司保險費率表所載最高年齡為大者，本契約無效，其已繳保險費無息退還要保人。
- 二、真實投保年齡較本公司保險費率表所載最低年齡為小者，本契約自被保險人到達最低承保年齡當日起開始生效。
- 三、因投保年齡的錯誤，而致溢繳保險費者，本公司無息退還溢繳部分的保險費。但在發生保險事故後始發覺且其錯誤發生在本公司者，本公司按原繳保險費與應繳保險費的比例提高保險金額，而不退還溢繳部分的保險費。
- 四、因投保年齡的錯誤，而致短繳保險費者，要保人得補繳短繳的保險費或按照所付的保險費與被保險人的真實年齡比例減少保險金額。但在發生保險事故後始發覺且其錯誤不可歸責於本公司者，要保人不得要求補繳短繳的保險費。

前項第一款、第三款前段情形，其錯誤原因歸責於本公司者，應加計利息退還保險費，其利息按本保單辦理保單借款之利率與民法第二百零三條法定週年利率兩者取其大者計算。

## Article 28 [Computation of Age and Miscalculation Management]

The proposer shall fill out the insured's date of birth on the proposal when applying for insurance. The issue age of the insured shall be the age nearest birthday. Any fractions of a year that is over six months is deemed a year.

Errors in the insured's issue age shall be handled in accordance with the following provisions:

1. If the insured's actual age surpasses the upper limits of insurable age set by the insurer, the contract shall be

void, and the insurer shall refund the insurance premium already paid by the proposer without interest.

2. If the insured's actual age is less than the lower limits of insurable age set by BankTaiwan Life, the contract will take effect until the insured reaches the lowest insurable age.
3. BankTaiwan Life shall refund the overpayment without interest if the mistake in the insured's age results in premium payments that are higher than what they should be. Should such error be found after the occurrence of an insurance event and reason for such error is attributable to the company, the company shall increase the sum assured proportionately based on the ratio of the actual premiums paid and the original premiums, instead of returning the overpaid premiums.
4. If mistake in the insured's age results in premium payments that are lower than what they should be, the insured may make up the underpayment or the insured amount shall be reduced pro rata on the basis of the premium paid and the actual age of the insured, provided that upon occurrence of the insured incident and where the mistake in the insured's age shall not be attributed to the insurer, the proposer shall not claim the underpayment.

Where the reason for the error under subsection 1 or 3 of the 2<sup>nd</sup> paragraph is attributable to BankTaiwan Life, the premiums shall be refunded with interest. The interest rate is calculated based on the greater of the rate calculated according to the interest rate of the policy loan in this contract and the rate specified in Article 203 of the Taiwan Civil Code.

## 受益人的指定及變更

### 第二十九條

全殘廢保險金的受益人，為被保險人本人，本公司不受理其指定或變更。

除前項約定外，要保人得依下列規定指定或變更受益人，並應符合指定或變更當時法令之規定：

一、於訂立本契約時，經被保險人同意指定受益人。

二、於保險事故發生前經被保險人同意變更受益人，如要保人未將前述變更以書面通知本公司者，不得對抗本公司。

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

身故保險金受益人同時或先於被保險人本人身故，除要保人已另行指定受益人外，以被保險人之法定繼承人為本契約身故保險金受益人。

前項法定繼承人之順序及應得保險金之比例適用民法繼承編相關規定。

## Article 29 [Designation and Change of Beneficiary]

The beneficiary of total permanent disability benefit shall be the insured himself or herself only. BankTaiwan Life shall not accept the application for the designation or change of the beneficiaries.

Except as provided in the preceding paragraph, the proposer may designate or change the beneficiaries in accordance with the following provisions conform to the laws as at the time of such designation or change:

1. At the time a contract is entered into, the proposer may designate beneficiaries to the approval of the insured.
2. Prior to the occurrence of an insurance event, the proposer may change beneficiaries to the approval of the insured; but the proposer may not raise this matter against BankTaiwan Life unless the company was given a written notice of such change.

In case of a change of the beneficiaries as provided in the preceding paragraph, at the time when BankTaiwan Life receive such application and the insured's letter of consent (or such application or electronic application if the proposer is the same as the insured), the company shall promptly endorse the change or issue a written endorsement.



Should the beneficiaries for the death benefit die at the same time or before the insured, then unless the proposer has otherwise designated another beneficiaries, the benefit will be payable to the legal heir of the insured.

The sequence of the legal heir and the proportion of the insured benefits should be handled in accordance with the heir to property chapter of the Civil Code.

## **變更通訊資訊**

### **第三十條**

要保人的通訊資訊有變更時，應即以書面或其他約定方式通知本公司。

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

## **Article 30 [Change in Communications / Mailing Information]**

The proposer shall notify BankTaiwan Life immediately with written notice or other designated methods of any change in communications / mailing information.

Should the proposer fail to send notification as provided in the preceding paragraph, notices from BankTaiwan Life may be sent to any of the last communication / mailing of the proposer as indicated in this contract.

## **時效**

### **第三十一條**

由本契約所生的權利，自得為請求之日起，經過兩年不行使而消滅。

## **Article 31 [Extinctive Prescription]**

Any right arising out of this contract shall be extinguished if not exercised within two years from the date when a claim may be asserted.

## **批註**

### **第三十二條**

本契約內容的變更，或記載事項的增刪，除第二十九條規定者外，應經要保人與本公司雙方書面或其他約定方式同意，並由本公司即予批註或發給批註書。

## **Article 32 [Endorsement]**

Except as otherwise provided under Article 29, any change in the content of this contract, addition or deletion of contractual particulars, shall be agreed with the written consent or other designated methods of both the proposer and BankTaiwan Life; BankTaiwan Life shall then endorse the changes or issue an attached endorsement for record promptly.

## **準據法及管轄法院**

### **第三十三條**

本契約之解釋與適用，以及與本契約有關之爭議，悉以中華民國法律為準據法。

因本契約涉訟者，同意以本公司總公司所在地地方法院為第一審管轄法院。

## **Article 33 [Governing Law and Court of Jurisdiction]**

The interpretation, applicability and dispute of policy provision under this contract shall be governed by and construed in accordance with the law of Republic of China.

Any litigation arising out of this contract shall be filed only in the District Court where the home office of BankTaiwan Life located as the jurisdiction court of first instance.

附表一：  
Appendix I：

當年度保險金額係數表  
The Annual Coefficient of Insured Amount

保單年度 Policy Year	當年度保險金額係數 The Annual Coefficient of Insured Amount	保單年度 Policy Year	當年度保險金額係數 The Annual Coefficient of Insured Amount	保單年度 Policy Year	當年度保險金額係數 The Annual Coefficient of Insured Amount
1	1.1500	32	3.8466	63	8.9190
2	1.3000	33	3.9524	64	9.1643
3	1.4500	34	4.0611	65	9.4163
4	1.6000	35	4.1728	66	9.6753
5	1.7500	36	4.2875	67	9.9413
6	1.9000	37	4.4055	68	10.2147
7	1.9523	38	4.5266	69	10.4956
8	2.0059	39	4.6511	70	10.7843
9	2.0611	40	4.7790	71	11.0808
10	2.1178	41	4.9104	72	11.3856
11	2.1760	42	5.0454	73	11.6987
12	2.2359	43	5.1842	74	12.0204
13	2.2973	44	5.3268	75	12.3509
14	2.3605	45	5.4732	76	12.6906
15	2.4254	46	5.6238	77	13.0396
16	2.4921	47	5.7784	78	13.3982
17	2.5607	48	5.9373	79	13.7666
18	2.6311	49	6.1006	80	14.1452
19	2.7034	50	6.2684	81	14.5342
20	2.7778	51	6.4407	82	14.9339
21	2.8542	52	6.6179	83	15.3446
22	2.9327	53	6.7999	84	15.7665
23	3.0133	54	6.9869	85	16.2001
24	3.0962	55	7.1790	86	16.6456
25	3.1813	56	7.3764	87	17.1034
26	3.2688	57	7.5793	88	17.5737
27	3.3587	58	7.7877	89	18.0570
28	3.4511	59	8.0019	90	18.5536
29	3.5460	60	8.2219	91	19.0638
30	3.6435	61	8.4480		
31	3.7437	62	8.6803		

附表二：

Appendix II：

匯款相關費用負擔對象一覽表

Table of Relevant Remittance Fees and Charges

匯款項目 Items	匯出銀行 收取之費用 Fees of remittance bank	中間銀行 收取之費用 Fees of intermediary bank	收款銀行 收取之費用 Fees of beneficiary bank
<p>一、要保人交付保險費、清償保險單借款本息或要保人、受益人依第十四條約定歸還身故保險金</p> <p>The proposer delivers premiums or repays policy loans and accrued interests, or either the proposer or the beneficiary refunds the death benefit pursuant to Article 14.</p>	<p>要保人 The proposer 或 受益人 The beneficiary</p>	<p>要保人 The proposer 或 受益人 The beneficiary</p>	<p>本公司 BankTaiwan Life</p>
<p>二、本公司給付解約金、保險金、保險單借款及返還保險費、保單價值準備金</p> <p>Should the company pay the surrender value, insurance benefits, policy loans, refund premiums or policy value reserve.</p>	<p>本公司 BankTaiwan Life</p>	<p>本公司 BankTaiwan Life</p>	<p>收款人 The payee</p>
<p>三、因本公司之錯誤致依第二十八條第二項退還保險費或補繳保險費</p> <p>Since the amount of returning paid premiums or making up the underpayment due to miscalculation of age in 2<sup>nd</sup> paragraph of Article 28 and such error is attributable to the company.</p>	<p>本公司 BankTaiwan Life</p>	<p>本公司 BankTaiwan Life</p>	<p>本公司 BankTaiwan Life</p>

註：

1. 非屬上表列舉之情形而產生匯款相關費用時，由匯款人負擔匯款相關費用，但收款人須負擔收款銀行收取（或扣除）之手續費。

Note1： Any other relevant remittance charges not specified by above items of the table shall be borne by the remitter, provided the remittance fees charged or deducted by the beneficiary bank shall be borne by the

payee.

2. 如要保人或受益人選擇於本公司指定銀行開立之外匯存款帳戶交付或受領各款項時，其所有匯款相關費用均由本公司負擔。

Note2: Should the proposer or the beneficiary choose to make payments or receipts via a foreign currency saving account designated by BankTaiwan Life, all relevant remittance charges shall be borne by BankTaiwan Life.

3. 因收款人提供之匯入帳戶有誤，以致必須對同一筆款項進行第二次（含）以上的匯款時，應由收款人負擔匯款相關費用。

Note3: In the case where the remittance fails due to reasons attributable to the payee, result in doing the remittance more than once, all subsequent processing charges concerned should be borne by the payee.

### 附表三：

#### Appendix III:

### 全殘廢程度表

#### Table of Total Permanent Disability

Total Permanent Disability means one of the 7 levels as below:

項別 Item	殘 廢 程 度 Description of Dismemberment and Disability
一 1	雙目均失明者。(註1) Total and permanent irremediable blindness in both eyes. (Note 1)
二 2	兩上肢腕關節缺失者或兩下肢足踝關節缺失者。 Loss of two wrists or two ankles.
三 3	一上肢腕關節及一下肢足踝關節缺失者。 Loss of one wrist and one ankle.
四 4	一目失明及一上肢腕關節缺失者或一目失明及一下肢足踝關節缺失者。 Blindness in one eye and loss of one wrist or one ankle.
五 5	永久喪失咀嚼(註2)或言語(註3)之機能者。 Permanent loss of the ability of chewing (Note 2) or speech (Note 3).
六 6	四肢機能永久完全喪失者。(註4) Total permanent loss of ability of all four limbs. (Note 4)
七 7	中樞神經系統機能遺存極度障害或胸、腹部臟器機能遺存極度障害，終身不能從事任何工作，經常需醫療護理或專人周密照護者。(註5) Extreme loss or impairment of the central nervous system or of the chest / abdominal functions so that the insured cannot work / hold a job, and therefore require frequent medical treatment or special care. (Note 5).

註：

#### 1. 失明的認定

(1)視力的測定，依據萬國式視力表，兩眼個別依矯正視力測定之。

(2)失明係指視力永久在萬國式視力表零點零二以下而言。

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

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

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

4. 所謂機能永久完全喪失係指經六個月以後其機能仍完全喪失者。
5. 因重度神經障害，為維持生命必要之日常生活活動，全須他人扶助者。

Note 1 Loss of sight:

- 1-1. Sight determination is based on the corrected vision level of each eye pursuant to the Landolt Vision Screening Chart.
- 1-2. “Blindness” means the vision permanently tests at or below 0.02 using the Landolt Vision Screening Chart.
- 1-3. The determination is based on the treatment over the 6-month period since the date of injury but this principle would not be applied to significantly irrecoverable cases such as extirpation of eyeballs.

Note 2 “Loss of ability of chewing” means inability to exercise the chewing function, except for liquid food, because of organic or functional impairment causing failure to chew.

Note 3 “Loss of ability of speech” means inability to articulate three or more of four sounds contributing to the speech such as Labial, alveolar, palatal and velar sounds.

Note 4 “Total permanent loss of abilities” means that the permanent loss of function remains the same after six months.

Note 5 “Severe neurotic disorders” means the need of other’s intensive care and assistance to conduct activities of daily living.