

Relevant Questions regarding completing the Customer Protection Declaration (CPD) Form

有關填寫《客戶保障聲明書》（《聲明書》）的問題

<u>Questions</u> 問題	<u>Answers</u> 答案
Replacement or not a Replacement: 轉保或非轉保：	
<p>1. A substantial part of a term rider or a substantial part of a rider (e.g. hospital or accident rider which has no saving elements) attached to the existing policy has lapsed/will lapse or is surrendered/will be surrendered but the basic cover of the existing policy is not affected. Is it a replacement? 現有保單內大部分定期附加保障或大部分附加保障（例如：沒有儲蓄成分的醫療或意外附加保障）已經失效／將會失效，或已經被退保／將被退保，但並不影響現有保單的基本壽險保障。這是否轉保？</p>	<p>None of the cases mentioned is a replacement because the basic cover of the existing policy is not affected. 因現有保單的基本壽險保障並不受影響，故左列所述的情況都不是轉保。</p>
<p>2. A policyholder chooses the Vanishing Premium/Premium Offset option under the existing policy with the premium to be deducted from the dividend accumulation account. Is it a replacement? 保單持有人行使現有保單的「保費消失」／「對減保費」選擇權，從累積紅利戶口中扣除保費。這是否轉保？</p>	<p>No, it is not a replacement because Vanishing Premium/Premium Offset option is a premium payment method using the policy's dividends and the policy continues to be premium-paying without any change. 這不是轉保，因為行使「保費消失」／「對減保費」選擇權是用保單紅利支付保費的一種方法，而保單仍是以保費繳付，並無任何改變。</p>
<p>3. Is it a replacement to apply Premium Holiday feature under the existing policy? 行使現有保單的「寬限保費假期」是否轉保？</p>	<p>No, it is not a replacement because Premium Holiday is a feature in the policy allowing temporary discontinuation of premiums and the policy continues to be premium-paying without any change. 這不是轉保，因為「寬限保費假期」是保單特點之一，容許客戶暫緩繳付保費，而保單仍是以保費繳付，並無任何改變。</p>
<p>4. A man (i.e. the policyholder) bought a life policy X with his wife as the life insured and six months later, his wife bought a life policy Y with herself as the policyholder and insured and asked her husband to terminate the policy</p>	<p>No, it is not regarded as a replacement because the CPD Form is to be completed by the applicant/proposer and is not applicable to such "change". (Note: When deciding as to whether a replacement has occurred,</p>

	<p>X. Is it a replacement? 保單持有人為妻子投購壽險保單 X，以其妻子為被保人。六個月後，其妻以自己為保單持有人及被保人投購壽險保單 Y，並要求他終止保單 X。這是否轉保？</p>	<p><i>one of the conditions is that both the applicant/proposer and the life insured under the existing policy(ies) are same as those under the new policy.)</i> 這不是轉保，因為《聲明書》需由申請人／投保人填寫，並不適用於此類「轉變」。(註：在判斷是否轉保時，其中一項考慮因素是：現有保單的申請人／投保人及被保人均與新保單的申請人／投保人及被保人相同。)</p>
5.	<p>Is it regarded as a replacement when replacing an Accident/Health/Disability policy (with minimal amount of/without life coverage) by a life policy or another Accident/Health/Disability policy (with minimal amount of/without life coverage)? 以壽險保單或另一意外／健康／殘疾保單（含少量或沒有壽險保障）取代現有意外／健康／殘疾保單（含少量或沒有壽險保障）。這是否被視為轉保？</p>	<p>None of the cases mentioned is a replacement. The CPD Form applies to replacing life coverage by life coverage only and is not required in those cases. Those Accident/Health/Disability policies mentioned in the questions do not provide life coverage in substance and hence the CPD Form does not apply. 左列所述的情況都不是轉保。《聲明書》祇適用於以壽險保障取代壽險保障的情況，故並不適用於左列的情況。問題涉及的意外／健康／殘疾保單實質上並不（或主要並非）提供壽險保障，因此《聲明書》並不適用。</p>
6.	<p>Is it regarded as a replacement if policy X is not taken because of another new policy Y? For example, cancellation of a policy within the Cooling-off Period. 因新保單 Y 而決定退還壽險保單 X，例如：在冷靜期內取消保單，這是否轉保？</p>	<p>As “not taken” means life policy X has <u>never</u> been in force, it is not a replacement. Policies terminated by exercising Cooling-off right are considered as “not taken” cases. 因「退還」保單指該壽險保單 X 從未生效，這就不構成轉保。因行使「冷靜期」權益而被終止的保單都被視為「退還」保單。</p>
7.	<p>A man surrendered his own policy a few months ago due to bad insurance service by an agent A/insurer and had no intention to buy a new one at that time. However, he later met a trustworthy agent B of the same insurer and felt comfortable to start a new policy of the same type of insurance plan. Is agent B required to handle this case as a replacement? 某人在數月前因保險代理 A／保險公司的服務欠佳而退保，當時他並無打算再投保。然而，他其後遇見同一保險公司另一名可靠的保險代理 B，因而打算再投購同類保險計劃。保險代理 B 應否視此為轉保處理？</p>	<p>If the surrender of the first policy occurs within 12 months before or after the purchase of the new policy, it is a replacement and a CPD Form is required. 假如首張保單於新購保單生效前後的 12 個月內退保，即被視為轉保，需要填寫《聲明書》。</p>

8.	<p>Is it a replacement if more than 50% of the non-guaranteed cash value of an investment-linked policy is taken out? 提取投資相連保單內超過 50%的非保證現金價值是否轉保？</p>	<p>Yes, it is a replacement if the sum insured is reduced by more than 50%. 如果保額減少多於 50%，即屬轉保。</p>
<p>Term conversion: 轉換定期壽險：</p>		
9.	<p>Is replacing a term life policy by a permanent life policy a replacement? 以終身壽險保單取代定期壽險保單是否轉保？</p>	<p>Replacing a term life policy by a permanent life policy within the same insurer under the term conversion privilege of the original term policy is not a replacement. Otherwise, it is a replacement. 根據原有定期保單的「轉換定期壽險權益」，以同一保險公司的終身壽險保單取代定期壽險保單，這並非轉保。但除此之外則會被視為轉保。</p>
10.	<p>Is replacing a partially convertible term life policy by a permanent life policy and at the same time terminating the remaining part (50% or above) under policy provisions of the existing policy a replacement? 根據現有保單的保單條款，將部分可轉換定期壽險保單轉為終身壽險保單，同時終止餘下（50%或以上）壽險部分是否轉保？</p>	<p>If this kind of replacement is allowed under the term conversion privilege of the original term policy, it is not a replacement. 如果原有定期保單的「轉換定期壽險權益」容許這種轉保方式，則不被視為轉保。</p>
11.	<p>Is replacing an investment-linked life insurance by a permanent life insurance under the conversion privilege of the policy provisions of the existing policy within the same insurer construed as a policy replacement? 根據現有保單的「轉換權益」條款，以同一保險公司的終身壽險取代投資相連壽險是否構成轉保？</p>	<p>No. Same as Q10 above. 這不構成轉保。原因如上文第 10 題所述。</p>
<p>Policy Loan: 保單貸款：</p>		
12.	<p>50% of a policy's guaranteed cash value ("GCV") is taken out as a policy loan; of which 20% is used for purchasing a new life policy and 30% is used for other purposes by the client. Is this a replacement? 客戶以保單貸款形式，提取50%的保單保證現金價值，以20%購買新壽</p>	<p>Although the amount of money put back from a withdrawal of GCV into purchasing a new policy is less than 50% of the GCV of the existing policy, it is still regarded as a replacement under the definition of "Policy Replacement" of the <i>Code of Practice for Life Insurance Replacement</i>, i.e.</p>

	險保單，另30%作其他用途。這是否轉保？	50% or above of the GCV of the existing life insurance policy was/will be reduced. 雖然提取用作購買新保單的金額，少於 50%的現有保單保證現金價值，但根據《壽險轉保守則》的轉保定義，即：50%或以上的保證現金價值已被減少／將被減少，這仍會被視為轉保。
13.	A policy loan is taken out from an existing policy against 20% of the GCV. Two months later, another policy loan equal to 30% of the GCV is taken out to purchase a new policy. It is an accumulative 50% policy loan against GCV. Is it a replacement? 以保單貸款形式提取20%的保證現金價值。兩個月後，再透過貸款提取另一筆相等於30%的保證現金價值，用作購買新保單。累算保單貸款額達50%的保證現金價值。這是否轉保？	If the loans are taken out within 12 months before or after the purchase of the new policy, it is a replacement. 如所有貸款是在購買新保單前後的 12 個月內提取，即屬轉保。
When completing a CPD Form: 當填寫《聲明書》時：		
<i>Re: estimated loss -</i> 有關估計損失 -		
14.	Does “two years premiums” include premium paid for riders? 「兩年保費」是否包括附加保障的保費？	No, it does not. It includes basic life insurance only . 不包括。「兩年保費」 只包括基本壽險保障 的保費。
15.	Does the term “two years premiums” refer to the premiums paid for the first two years from the policy inception (i.e. initial premium), or the premiums paid for the last two years (i.e. current premium) before the policy is replaced? 「兩年保費」是指保單生效起計算之首兩年已繳保費（即初期保費），還是保單被取代前的最後兩年已繳保費（即目前保費）？	Normally it is initial premium but sometimes current premium is more suitable. So, whether it is initial premium or current premium, it should be determined by the agent/broker as long as he/she can explain (defend) the rationale. 通常指初期保費，但於某些情況下目前保費會較為適用。只要保險代理／經紀能解釋（辨證）其理據，這應由他／她自行決定以初期保費，還是目前保費計算。
16.	Would the loss of “two years annual premium or 10% of single premium” apply to all types of policy(ies), including term life policy(ies) without	It should be determined by the agent/broker as long as he/she can explain (defend) the rationale.

	<p>cash value? 「兩年之年付保費」或「整付保費的 10%」的損失是否適用於所有種類的保單，包括沒有現金價值的定期壽險保單？</p>	<p>只要保險代理／經紀能解釋（辨證）其理據，適用與否應由他／她自行決定。</p>
17.	<p>Is the following explanation acceptable if the set-up cost of a term life policy is neither two years premiums nor 10% of single premium? “The existing policy is a term life policy, the premium paid is for the benefit of protection coverage and hence the loss of set up cost is zero.” 如開立定期壽險保單的費用既非兩年保費，亦非整付保費的 10%，以下的解釋可否接受？ 「現有保單是定期壽險保單，已繳的保費用於提供保障，因此，開立保單費用的損失是零。」</p>	<p>Yes, it is acceptable. 這解釋可以接受。</p>
18.	<p>How to calculate the estimated loss of replacing an investment-linked policy? 怎樣計算取代投資相連保單的估計損失？</p>	<p>One of the possible calculations suggested is the difference between two years premiums and the surrender value at the end of the second year of the existing policy (or the policy termination date if earlier) assuming the investment/interest return is zero. 其中一種建議的可行計算方法是：在計算時把投資／利息假設為零，估計損失便是兩年保費與現有保單於第二年度年底（或保單終止日，以較早者為準）的退保現金價值的差額。</p>
<p><i>Re: premiums of the new policy / guaranteed cash values - 有關新保單之保費及保證現金價值 -</i></p>		
19.	<p>As each insurer has its unique actuarial calculation and underwriting requirements, different premium rate may be charged for the same sum insured. Can the agent/broker skip the "reason column" in the CPD Form if the premium amount for new policy is lower? 因每間保險公司的精算方法及核保要求各有其獨特之處，每間保險公司就相同的保額也可能會收取不同的保費。如新保單的保費較低，保險代理／經紀可否不填寫《聲明書》內「原因」一欄？</p>	<p>No. 不可以。</p>

20.	<p>If the existing life policy(ies) or the new life policy(ies) is/are a unit-linked policy without guaranteed cash value, can the agent/broker either fill in “N/A” or just fill in the projected values? 如現有壽險保單或新壽險保單是沒有保證現金價值的投資相連保單，保險代理／經紀可否填「不適用」或只填寫預計價值？</p>	<p>No, the agent/broker should put “zero” as the answer to the Guaranteed Cash Value. 不可以。保險代理／經紀應在「保證現金價值」一欄填寫「零」。</p>
<p><i>Re: Suicide Clause / Contestability Period / riders or supplementary benefits that will not have under the new policy – 有關「自殺條款」、「可爭議期」或新保單沒有提供的附加保障利益</i></p>		
21.	<p>If the applicant/proposer does not want to provide the following information, can the applicant/proposer just state that “I do not want to disclose such information”: - the expiry date of the suicide clause; - the expiry date of the contestability period; and - the riders/supplementary benefits that will not have under the new life insurance policy? 如申請人／投保人不想提供以下資料，他／她可否只填「我不想披露有關資料」： - 自殺條款期限的屆滿日期； - 可爭議期的屆滿日期；及 - 新壽險保單沒有提供的附加保障利益？</p>	<p>Yes. 可以。</p>
22.	<p>What should the agent/broker do/help if the applicant/proposer is unable to provide the information mentioned under Q21 above? 如果申請人／投保人不能提供上述第 21 題提及的資料，保險代理／經紀可以怎樣做或可以怎樣提供協助？</p>	<p>The agent/broker should advise the applicant/proposer not to replace. 保險代理／經紀應該建議申請人／投保人不要轉保。</p>
23.	<p>Under what circumstances would an insurer consider to exceptionally re-calculate the "contestable period"? 在甚麼情況下保險公司會考慮破例重新計算「可爭議期」？</p>	<p>Generally, the contestability period will restart when any new policy is purchased. However, each insurer may have its own internal guidelines regarding the re-calculation of the contestability period on an exceptional basis. It should be noted that any exception should be clearly spelt out in the new policy.</p>

		一般而言，當購買新保單時，「可爭議期」會重新計算。但是，每間保險公司或會有其關於破例重新計算「可爭議期」的內部指引。應注意：任何「例外情況」都應在新保單內清楚說明。
24.	Should the applicant/proposer provide all the benefit details of the rider(s) in the existing policy(ies) in the CPD Form? What kinds of details should be provided? 申請人／投保人應否在《聲明書》內填寫現有保單提供的附加保障的所有利益細節？應填寫哪類細節？	The names of the benefits would suffice. 填寫利益的名稱已經足夠。
Others - 其他 -		
25.	Who is responsible for completing the CPD Form? 誰負責填寫《聲明書》？	The applicant/proposer is responsible for completing the CPD Form, but the agent/broker is responsible for helping the applicant/proposer to complete the CPD Form. 應由申請人／投保人負責填寫《聲明書》，但保險代理／經紀有責任 協助 申請人／投保人填寫。
26.	Does the agent/broker need to sign item 7 (i.e. Declaration by the Agent/Broker) if the applicant/proposer answers “No” to both questions 1a and 1b of the CPD Form? 如申請人／投保人在《聲明書》的第 1a 及 1b 項均選擇「否」，保險代理／經紀是否需要簽署第 7 項，即「保險代理／經紀聲明」？	No. 不需要。
When printing a CPD Form: 當印製《聲明書》時：		
27.	Is it a must to use double-sided bilingual CPD Form and Explanatory Notes with the Chinese version printed in the front and the English at the back or vice versa? 保險公司是否必須雙面印製雙語的《聲明書》及《註釋》，即中文版在正面，英文版在背頁，或反之亦然？	As long as the English and Chinese pages/versions are bound together in one single document, it is acceptable. 只要中英文版面／版本釘裝為同一 份 文件便可。

28.	<p>Is it acceptable for an insurer to print the CPD Form without Section A if it opts to incorporate Section A of the CPD Form into its application/proposal? 如保險公司選擇將《聲明書》的 A 部納入其申請書／建議書內，印製《聲明書》時可否不包括 A 部？</p>	<p>Yes, it is acceptable provided the CPD Form is completed with an/a application/proposal. 可以。但該《聲明書》必須與申請書／建議書一併填寫。</p>
<p>Others: 其他：</p>		
29.	<p>If, for whatever reasons, the old CPD Form is used after the effective date of the new CPD Form, will the insurer/agent/broker using the old Form be considered having discharged its/his duty, and the signed CPD Form in the old version be considered valid? 如基於某些原因，保險公司／代理／經紀在新版《聲明書》生效日後仍採用舊版《聲明書》，它／他會否被視為已盡其責任？已簽署的舊版《聲明書》會否被視為有效？</p>	<p>No. This is the responsibility of the insurer's underwriting staff not to accept the old CPD Form. 不會。保險公司的核保職員有責任不接受舊版《聲明書》。</p>

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