

Unemployment Benefit

This Supplementary Benefit (i.e. Unemployment Benefit) forms part of the Policy. Should any provisions of this Supplementary Benefit be inconsistent with any provisions of the Policy, the former shall prevail for the purpose of this Supplementary Benefit. Definitions used in this Supplementary Benefit where defined in the Policy shall have the same meaning as in the Policy except where specifically provided for in this Supplementary Benefit.

1. Definitions

“Professional” means any work requiring membership in a recognized professional body (eg chartered public accountant, actuary, practitioner of Western medicine, solicitor and the like).

“Relative” means any of spouse, parents, parents in law, brothers, sisters, children, grandparents, uncles, aunts, stepparents, stepchildren, nieces and nephews.

“Self-employed” means a person carrying on a business in the Hong Kong Special Administrative Region alone or as a partner in a partnership, working for a company/firm in which the person has a financial interest, controlling a company/firm either alone or with others, or working for a company/firm and connected in any way with a person who has control (either alone or with others) over the company/firm.

“Unemployed” means you do not engage in any work, labour, trade, profession, business or vocation for remuneration. You must not receive any income and you must also be available and actively looking for employment.

“Unemployment” means the state of being unemployed. Unemployment will not begin until after the end of any period you receive payment for instead of working your notice (payment in lieu of notice).

2. Benefit

While this Policy is in force and you are Unemployed for at least thirty (30) days consecutively, the Grace Period of thirty (30) days as shown in the General Provisions of the Basic Plan for the payment of each subsequent premium for this Policy shall be extended to three hundred and sixty-five (365) days from the first payment due date following commencement of the Unemployment (“the Extended Grace Period”).

Premiums will continue to accrue during the Extended Grace Period but will only become due and payable when this Supplementary Benefit expires (i.e. end of the Extended Grace Period) and the provisions under the Non-Payment of Premiums Clause under the General Provisions of the Basic Plan will then apply.

3. Exceptions

No benefit will be paid under this Supplementary Benefit under any of the following circumstances:

- (a) If any period of Unemployment does not qualify you for payment of severance benefits under the Employment Ordinance of the Hong Kong Special Administrative Region.
- (b) If your Unemployment commences within two (2) months of the Policy Date, Issue Date, effective date of last reinstatement, or date of ownership change of the Policy, where applicable and whichever is the latest.
- (c) If you are Self-employed (Professionals excepted).

- (d) If you worked for a company/firm in which your Relative has a financial interest.
- (e) There was Unemployment or the prospect of Unemployment that you knew of or should reasonably have known of on or before the Policy Date, Issue Date, effective date of last reinstatement, or date of ownership change of the Policy, where applicable and whichever is the latest.
- (f) Unemployment caused by or resulting from misconduct or any action that contributes to or leads to you being dismissed, or you resign, retire or take voluntary redundancy.
- (g) Unemployment after the end of a fixed term contract, a contract for a specific task or a period of training or apprenticeship.

4. Claims

- (a) Written notice of a claim must be submitted to us within thirty (30) days of Unemployment and affirmative proof of Unemployment as required must be furnished within ninety (90) days after Unemployment commences.
- (b) If you are Self-employed Professional, you must provide evidence that:
 - (i) you became Unemployed because you could not find enough work to meet all your reasonable business and living expenses and declared this to the Inland Revenue Department of the Hong Kong Special Administrative Region;
 - (ii) you have been Self-employed for a continuous period of at least twenty-four (24) months immediately prior to the date of the claim; and
 - (iii) the Unemployment is not normal or seasonal in your line of work.
- (c) After you make a claim, you must supply and pay for all reasonable information or evidence we ask for to prove your claim. We may, and you hereby irrevocably agree that we have the right to, contact your past employers for information about you.
- (d) If any claim under the Policy arises during the period this Unemployment Benefit is in force and a benefit amount is payable, the premiums due between the premium default date and the claim approval date may be deducted from the benefit amount.

5. Termination

This Supplementary Benefit will automatically terminate from the earliest of the following dates:

- (a) if whenever applicable, this Policy terminates, expires, lapses or is surrendered in accordance with the relevant provisions of this Policy;
- (b) on the Policy Anniversary at which the Policyholder's Insurance Age is sixty-five (65); and
- (c) when no more premiums are required under the Policy.

6. Rights of Third Parties

This Supplementary Benefit forms part of the Policy and no person other than you and us will have any rights to enforce the provisions of this Supplementary Benefit.