台灣人壽保險股份有限公司
（以下簡稱「本公司」）

台灣人壽一陸發人民幣利率變動型年金保險(OIU)

Taiwan Life Yi-Lu-Fa CNY Interest Sensitive Annuity(OIU)

主要給付項目(Contract Coverage) :
1.年金給付(Annuity Payments)
2.返還年金保單價值準備金(Return of Annuity Policy Value)
(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)
(本保險為外幣保險單，本公司所收付之款項均以人民幣計價。)
(This insurance policy is a foreign currency insurance policy. All payments and transactions will be denominated in CNY)

中華民國 104 年 8 月 5 日
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◎客戶服務電話：(886)2-8170-5156。
◎Customer Service Line：(886)2-8170-5156。

第一條 【保險契約的構成】

本保險單條款、附著之要保書、批註及其他約定書，均為本保險契約（以下簡稱本契約）的構成部分。
本契約的解釋，應探求契約當事人的真意，不得拘泥於所用的文字；如有疑義或中、英文版本有歧異時，應以中文版本為準。

Article 1 [Constitution of the Insurance Contract]

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

B.Interpretation of this contract shall seek the true intent of the parties involved, and may not adhere blindly to the language employed. Shall there be any questions or discrepancy between English and Chinese version, the Chinese version shall prevail.

第二條 【名詞定義】

本契約所稱名詞定義如下：

一、「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，以後每經過一個保險單年度加算一歲。

二、「保證期間」：係指本契約所約定之年金給付方式為分期給付者，依本契約約定，不論被保險人生存與否，本公司保證給付年金之期間，依要保人於要保書上約定，有十年、十五年、二十年三種保證期間。

三、「年金金額」：係指依本契約約定之條件及期間，本公司分期給付之金額。

四、「未支領之年金餘額」：係指被保險人於本契約年金保證期間內尚未領取之年金金額。

五、「年金累積期間」：係指本契約生效日至年金給付開始日前一日之期間，該期間不得低於十年。

六、「宣告利率」：係指本公司於每月一日宣告，用以計算該年度年金保單價值準備金之利率，該利率係參考本公司此類商品可運用資金之投資組合收益，扣除相關費用，並參考市場利率訂定之，且不得為負數。本契約宣告利率將於本公司網站公告之，同一保單年度內均適用該保單年度首月之宣告利率。

七、「預定利率」：係指本公司於年金給付開始日用以計算年金金額之利率。

八、「匯款相關費用」：係指包括匯款銀行所收取之匯出費用（含匯款手續費、郵電費）、收款銀行所收取之收款手續費及中間行所收取之轉匯費用，本項費用以匯款銀行、收款銀行與中間行於匯款當時約定之數額為準。

Article 2 [Definitions]

The definitions of terminologies in this contract are as follows:

A. “Attained Age” means issue age plus the elapsed number of policy years, where the issue age is defined as age nearest birthday of the insured.

B.“Guaranteed Period” means the period of time Taiwan Life guarantees to make annuity payments in installments under this contract regardless of the death of the insured. There are three options for guaranteed periods, 10, 15, 20 years which shall be stipulated in attached insurance proposal by the proposer.

C.“Annuity Amount” means the installment payout Taiwan Life makes under the terms and conditions of this contract.

D.“Outstanding Annuity Balance” means the outstanding annuity amount which has not been made to the insured during the guaranteed period.

E.“Annuity Accumulation Period” means the time period from effective date of this contract until the commencement of annuity payments, hereinafter “annuity starting date” which shall not be less than

10 years.

F.“Declared Interest Rate” means the interest rate declared on Taiwan Life’s website on the first of each month for the purpose of computing annuity policy value for the following policy year of this contract. Where the declared interest rate shall not be negative; and shall be determined based upon the portfolio return of investable funds on similar product less relative costs along with reference of the market interest rate.

G.“Assumed Interest Rate” means an interest rate used by Taiwan Life on annuity starting date for the purpose of computing annuity amount.

H. “Remittance-related fees”：All expenses including remittance and service fees charged by the remitting bank and currency conversion and service fees charged by the intermediary bank or beneficiary bank. Remittance-related fees are based on the amount agreed upon at the time of the remittance.

第三條　【貨幣單位與匯率風險】

本契約之年金給付、保險費之收取或返還及其他款項之收付，皆以人民幣為貨幣單位。要保人及受益人須留意前揭計價幣別在未來兌換成其他幣別時將會因匯率之不同產生匯兌上的差異，此差異可能使要保人或受益人享有匯兌價差的收益或造成損失，要保人及受益人須自行承擔該部分之風險。

Article 3 [Currency and Exchange Rate Risks]

The currency used for annuity payments, collection, or return of premiums, and all other transactions is in CNY. The proposer and beneficiary shall understand of bearing the risk of gain or loss from converting CNY into other currencies due to different exchange rates in the future.

第四條　【保險公司應負責任的開始】

本公司應自同意承保且收取躉繳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，預收相當於躉繳保險費之金額時，其應負之保險責任，以同意承保時溯自預收相當於躉繳保險費金額時開始。但本公司同意承保前而被保險人身故時，本公司無息退還要保人所繳之躉繳保險費。

本公司自預收相當於躉繳保險費之金額後十五日內不為同意承保與否之意思表示者，視為同意承保。

Article 4 [Commencement of Insurer’s Liabilities]

A.Taiwan Life shall bear insurance liabilities once committing to insure and receiving the single premium, and shall issue an insurance policy as evidence of commitment to insure.

B.Where Taiwan Life collects an advance amount equal to single premium before committing to insure, the insurance liabilities borne by Taiwan Life shall date back to the time when such amount is collected. Notwithstanding the foregoing, where the insured dies before the time Taiwan Life commits to insure, Taiwan Life will return paid premiums without accrued interests to the proposer.

C.Where within 15 days after collection of advance single premium, Taiwan Life fails to express any intention to commit or refuse to insure, it shall be deemed to have made a commitment to insure.

第五條　【契約撤銷權】

要保人於本公司寄送或交付保險單時起算二十一日內，得以書面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。

Article 5 [Right of Cancellation]

A.The proposer may cancel this contract within the following 21 days after Taiwan Life delivers the insurance policy by providing written notice with insurance policy attached to Taiwan Life.

B.When the proposer exercises the right to cancel this contract as aforesaid in paragraph A, 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 Taiwan Life shall return paid premiums without accrued interests to the proposer.

第六條　【付款方式】

本契約各項保險費、保險給付、費用及其他款項之收付，得以金融機構之外匯存款帳戶存撥或依要保書約定方式收付之。

Article 6 [Payment Methods]

The insurance premiums, claims, expenses, and other transactions under this contract shall be settled through foreign currency deposit account or other designated payment methods stipulated in the insurance proposal.

第七條　【匯款相關費用及其負擔對象】

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

：

一、因可歸責於本公司之錯誤原因，致本公司依第二十一條第二項第一款及第二款約定為退還或給付所生之相關匯款費用。

二、因可歸責於本公司之錯誤原因，要保人或受益人依第二十一條第二項第三款約定為補繳或返還所生之相關匯款費用。

三、因本公司提供之匯款帳戶錯誤而使要保人或受益人匯款無法完成時所生之相關匯款費用。

要保人或受益人若選擇以本公司指定銀行之外匯存款戶交付相關款項且匯款銀行及收款銀行為同一銀行時，或以本公司指定銀行之外匯存款戶受領相關款項時，其所有匯款相關費用均由本公司負擔，不適用前項約定。

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

Article 7 [Remittance-related fees and burden of charges]

Remittance-related fees charged by the remitting and intermediary banks shall be borne by the remitter. Remittance-related fees charged by the beneficiary bank shall be borne by the payee. When any following condition is met, all remittance-related fees shall solely be borne by Taiwan Life.

A.If errors are attributable to Taiwan Life, remittance-related expenses encountered when Taiwan Life refunds or pays to the remittance according to the 1st and 2nd subparagraphs of the 2nd paragraph under Article 21

B.If errors are attributable to Taiwan Life, remittance-related expenses encountered when the proposer or beneficiary has to repay or return payments to Taiwan Life according to the 3rd subparagraph of the 2nd paragraph under Article 21.

C. Remittance-related expenses charged to the proposer or the beneficiary when he or she is unable to complete the transaction caused by issues related to the receiving account designated by Taiwan Life.

Remittance fees will be waived when sending or receiving payments if the proposer or the beneficiary uses a foreign currency deposit account from a bank designated by Taiwan Life and both sending and receiving banks are the same institution.

Information regarding designated banks can be found on Taiwan Life's official website（https://www.taiwanlife.com）.

第八條 【年金保單價值準備金的通知與計算】

年金給付開始日前，本公司於本契約每一保單年度末，應依電子郵件或其他約定方式通知要保人其年金保單價值準備金。

前項年金保單價值準備金係指依下列順序計算所得之金額：

第一保單年度：

一、已繳保險費扣除附加費用(如附表一)。

二、扣除要保人依第十四條申請減少之金額。

三、每日依前二款之淨額加計按宣告利率以單利法計算之金額。

第二保單年度及以後：

一、保單年度初之年金保單價值準備金。

二、扣除要保人依第十四條申請減少之金額。

三、每日依前二款之淨額加計按宣告利率以單利法計算之金額。

Article 8 [Notification and Computation of Annuity Policy Value]

A.Before the annuity starting date, Taiwan Life shall notify the proposer annuity policy value at the end of each policy year via email or other designated methods to the proposer.

B.The annuity policy value as aforesaid in paragraph A is computed in the following order:

(1)For the first policy year:

(a)Deduct the expense loading (as per Appendix 1) from paid premiums;

(b)Deduct any amount applied by the proposer under Article 14; and

(c)Plus daily simple accrued interests at declared interest rate upon net amount as aforesaid in subparagraph B.(1)(a) and B.(1)(b).

(2)For the second and subsequent policy years:

(a)The annuity policy value at the beginning of the policy year;

(b)Deduct any amount applied by the proposer under Article 14; and

(c)Plus daily simple accrued interests at declared interest rate upon net amount as aforesaid in subparagraph B.(2)(a) and B(2)(b).

第九條 【年金給付的開始】

要保人投保時可選擇於第十保單週年日屆滿後之一特定日做為年金給付開始日，但不得超過保險年齡達九十歲之保單週年日；要保人不做給付開始日的選擇時，本公司於第十保單週年日做為年金給付開始日。

要保人亦得於年金給付開始日的三十日前以書面通知本公司變更年金給付開始日；變更後的年金給付開始日須在申請日三十日之後，且須符合前項給付日之規定。

本公司應於年金給付開始日的三十日前通知要保人年金給付內容。

Article 9 [Commencement of Annuity Payments]

A.The proposer may determine any preferred date after 10th policy anniversary as annuity starting date which shall be no later than attained age of 90 policy anniversary. Where the proposer fails to determine an annuity starting date, the 10th policy anniversary shall be deemed as annuity starting date.

B.The proposer may also change annuity starting date upon written request to Taiwan Life at least 30 days prior to annuity starting date. The updated annuity starting date shall be at least 30 days after on receipt of written request and comply with rules as aforesaid in paragraph A.

C.Taiwan Life shall notify the proposer the details of annuity benefits at least 30 days prior to annuity starting date.

第十條 【年金金額的計算】

在年金給付開始日時，本公司以當時之年金保單價值準備金（如有保險單借款應扣除保險單借款及其應付利息後），依據當時預定利率及年金生命表計算每年給付年金金額。

前項每年領取之年金金額若低於人民幣二千元時，本公司改依年金保單價值準備金於年金給付開始日一次給付受益人，本契約即行終止。

Article 10 [Computation of Annuity Amount]

A.Taiwan Life will compute the annual annuity amount on annuity starting date based upon assumed interest rate, annuity mortality table, and annuity policy value less policy loans and accrued interests if any.

B.Where the annual annuity amount as aforesaid in paragraph A is lower than ¥2,000, Taiwan Life will make a lump sum payment equal to annuity policy value to the beneficiary, upon which this contract will be terminated.

第十一條 【年金的給付】

要保人於投保時應與本公司約定，選擇下列其中一種年金給付方式：

一、一次給付：被保險人於年金給付開始日仍生存，本公司依第八條約定方式計算至年金給付開始日為止的年金保單價值準備金一次給付予被保險人本人，本契約即行終止。

二、分期給付：分期給付方式採年給付，由要保人在要保書上約定。被保險人於年金給付開始日仍生存者，在其保險年齡到達一百一十歲的生存期間內，本公司於當日及以後年金給付開始日的週年日給付依第十條計算之年金金額予被保險人本人。

Article 11 [Methods of Annuity Payments]

The proposer shall make an agreement on either one of the following annuity payment methods with Taiwan Life.

A.Lump sum payment:

Taiwan Life will compute the annuity policy value under Article 8 on annuity starting date as a lump sum payment to the insured if he/she is still alive, upon which this contract will be terminated.

B.Installment payments:

Taiwan Life will make a series of annual payments, which is stipulated on insurance proposal by the proposer. The annuity amount will be computed under Article 10 and be paid on annuity starting date and every following anniversary of annuity up until attained age of 110 of the insured if he/she is still alive.

第十二條 【年金給付方式的轉換】

要保人得以書面向本公司提出變更年金的給付方式，其書面通知須於「年金給付開始日」前十日送達本公司始生效力。

Article 12 [Change of Annuity Payments]

The proposer may request to change the annuity payment methods, which takes effect upon prior written request delivered to Taiwan Life 10 days before annuity starting date.

第十三條 【契約的終止及其限制】

要保人得於年金給付開始日前終止本契約，本公司應於接到通知後一個月內償付解約金，逾期本公司應按年利率百分之五加計利息給付。

前項解約金為年金保單價值準備金扣除解約費用，其歷年解約費用率如附表二。

第一項契約的終止，自本公司收到要保人書面通知時，開始生效，終止日當日之利息需計算於年金保單價值準備金內。

年金給付期間，要保人不得終止本契約。

Article 13 [Termination of Contract and Limitation on Termination]

A.The proposer may terminate this contract any time before annuity starting date, upon which Taiwan Life shall return the cash surrender value within one month on receipt of termination request. Where the payment is not made within one month, Taiwan Life shall compensate for accrued interests at 5% per annum.

B.The cash surrender value as aforesaid in paragraph A is the annuity policy value less surrender charge given in Appendix 2.

C.Termination of this contract as aforesaid in paragraph A shall take effect on receipt of written request of termination from the proposer; accrued interests will be accumulated up until the termination date into annuity policy value.

D.The proposer may not terminate this contract during the annuity payment period.

第十四條 【年金保單價值準備金的減少】

年金給付開始日前，要保人得申請減少其年金保單價值準備金，每次減少之年金保單價值準備金不得低於人民幣二千元且減額後的年金保單價值準備金不得低於人民幣二千元。

前項減少部分之年金保單價值準備金，視為契約之部分終止，其解約金計算，依第十三條第二項規定辦理。

Article 14 [Reduction of Annuity Policy Value]

A.The proposer may apply for reducing annuity policy value any time prior to annuity starting date. Each reduction made shall be no less than ¥2,000 and the annuity policy value after reduction request shall not be lower than ¥2,000 on any circumstances.

B.The reduction of annuity policy value as aforesaid in paragraph A is regarded as partial termination of this contract and the corresponding cash surrender value will be computed under Article 13.B.

第十五條 【被保險人身故的通知與返還年金保單價值準備金】

被保險人身故後，要保人或受益人應於知悉被保險人發生身故後通知本公司。

被保險人之身故若發生於年金給付開始日前者，本公司將返還年金保單價值準備金，本契約即行終止。

被保險人之身故若發生於年金給付開始日後者，如仍有未支領之年金餘額，本公司應將其未支領之年金餘額提前一次給付予身故受益人，其計算之貼現率為本契約所採用之預定利率。

Article 15 [Notification of Death of the Insured and Return on Annuity Policy Value]

A.The proposer or beneficiary shall notify Taiwan Life the death of the insured.

B.Where the death of the insured occurs prior to annuity starting date, Taiwan Life will return the annuity policy value, upon which this contract will be terminated.

C.Where the death of the insured occurs later than annuity starting date, if there is an outstanding annuity balance, Taiwan Life shall make a lump sum payment equal to the present value of outstanding annuity balance discounted at assumed interest rate; hereinafter" advanced annuity payment", to the death beneficiary.

第十六條 【失蹤處理】

被保險人在本契約有效期間內年金開始給付日前失蹤，且法院或有權機關宣告死亡文件內所確定死亡時日在年金開始給付前者，本公司依本契約第十五條規定返還年金保單價值準備金，本契約即行終止。

被保險人在本契約有效期間內且年金開始給付後失蹤者，除有未支領之保證期間之年金餘額外，本公司根據法院或有權機關宣告死亡文件內所確定死亡時日為準，不再負給付年金責任；但於日後發現被保險人生還時，本公司應依契約約定繼續給付年金，並補足其間未付年金。

前項情形，於被保險人在本契約有效期間內年金給付開始日前失蹤，且法院或有權機關宣告死亡文件內所確定死亡時日在年金開始給付後者，亦適用之。

Article 16 [Disappearance of the Insured]

A.Where the insured disappears before annuity starting date when this contract is in force and is declared death before annuity starting date in a court judgment or by public authority, Taiwan Life shall return annuity policy value under Article 15, upon which this contract will be terminated.

B.Where the insured disappears after annuity starting date when this contract is in force and is declared death after annuity starting date in a court judgment or by public authority, Taiwan Life will no longer bear liability of annuity payments since then unless there is an outstanding annuity balance; provided that if the insured is found thereafter to have survived, Taiwan Life shall resume annuity payments under the terms and conditions of this contract immediately and make up those unpaid annuity payments during such period where the insured is entitled to receive annuity payments.

C.The aforesaid in paragraph B shall in the meanwhile apply where the insured disappears before annuity starting date when this contract is in force and is declared death after annuity starting date in a court judgment or by public authority.

第十七條 【返還年金保單價值準備金的申請】

要保人依第十五條或第十六條之規定申請「年金保單價值準備金」時，應檢具下列文件：

一、保險單或其謄本。

二、經中華民國駐外單位(館處)或其授權之機構驗證之被保險人死亡證明書。

三、申請書。

四、要保人的身分證明。

本公司應於收齊前項文件後一個月內給付之。

Article 17 [Application for Return of Annuity Policy Value]

A.The proposer shall provide the following documents for applying for annuity policy value under Article 15 or 16:

(1)Insurance policy or a transcript thereof.

(2)Certificate of death of the insured certified by Overseas Office of Republic of China (Taiwan) or Republic of China-authorized institutions.

(3)An application form.

(4)Identification document of the proposer.

B.Taiwan Life shall make payment within one month upon receipt of aforesaid documents.

第十八條 【年金的申領】

被保險人於年金給付開始日後生存期間每年第一次申領年金給付時，應提出經中華民國駐外單位(館處)或其授權之機構驗證之被保險人生存文件。但於保證期間內不在此限。

保證期間年金受益人得申請提前給付，其計算之貼現利率為本契約所採用之預定利率。

被保險人身故後仍有未支領之年金餘額時，受益人申領年金給付應檢具下列文件：

一、保險單或其謄本。

二、經中華民國駐外單位(館處)或其授權之機構驗證之被保險人死亡證明書。

三、受益人的身分證明。

Article 18 [Application for Annuity Payments]

A.The insured shall provide documents verified by Overseas Office of Republic of China (Taiwan) or Republic of China-authorized institutions at each anniversary of annuity after annuity starting date in order to suffice the living status of the insured for the purpose of receiving annuity payments; notwithstanding the foregoing, the rule shall not apply during the guaranteed period.

B.The annuitant may apply for advanced annuity payment discounted at assumed interest rate during the guaranteed period.

C.The beneficiary shall provide the following documents for applying for an outstanding annuity balance if any:

(1)Insurance policy or a transcript thereof.

(2)Certificate of death of the insured certified by Overseas Office of Republic of China (Taiwan) or Republic of China-authorized institutions.

(3)Identification document of the beneficiary.

第十九條 【未還款項的扣除】

年金開始給付前，本公司給付解約金、返還年金保單價值準備金或退還保險費時，應先扣除本契約保險單借款及其應付利息。

年金給付開始時，依第十條規定辦理。

Article 19 [Deduction of Arrears]

A.Before annuity starting date when Taiwan Life refunds cash surrender value, returns annuity policy value or paid premiums, Taiwan Life shall in advance deduct policy loans and accrued interests if any.

B.On annuity starting date, rules under Article 10 shall apply.

第二十條 【保險單借款、契約效力的停止及恢復】

年金開始給付前，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年金保單價值準備金之百分之七十，未償還之借款本息，超過其年金保單價值準備金，本契約效力即行停止。但本公司應於效力停止日之三十日前以書面或其他約定方式通知要保人。

本公司未依前項規定為通知時，於本公司以書面或其他約定方式通知要保人返還借款本息之日起三十日內要保人未返還者，保險契約之效力自該三十日之次日起停止。

本契約停止效力後，要保人得在停效日起二年內，申請復效，並不得遲於年金給付開始日。要保人屆期仍未申請復效者，本契約效力即行終止。

前項復效申請，經要保人清償保險單借款本息後，自翌日上午零時起，開始恢復其效力。

要保人清償保險單借款本息，其未償餘額合計不得逾依第一項約定之保險單借款可借金額上限。

基於保戶服務，本公司於保險契約停止效力後至得申請復效之期限屆滿前三個月，將以書面、電子郵件、簡訊或其他約定方式擇一通知要保人有行使第三項申請復效之權利，並載明要保人未於第三項約定期限屆滿前恢復保單效力者，契約效力將自第三項約定期限屆滿之日翌日上午零時起終止，以提醒要保人注意。

本公司已依要保人最後留於本公司之前項聯絡資料發出通知，視為已完成前項之通知。

年金給付期間，要保人不得以保險契約為質，向本公司借款。

本條所稱通知，係以書面信件或傳真或電子郵件確認傳送成功視為通知。

Article 20 [Policy Loans, Suspension and Reinstatement of this Contract]

A.Before annuity starting date, the proposer may apply to Taiwan Life for a policy loan in an amount not exceeding 70% of the annuity policy value. This contract will be suspended immediately on the

condition that policy loans plus accrued interests exceed annuity policy value. Taiwan Life shall send a notice of suspension in written or other designated methods to the proposer at least 30 days prior to the suspension of this contract.

B.If Taiwan Life fails to send notice as aforesaid in paragraph A and the proposer fails to return policy loans plus accrued interests within 30 days after Taiwan Life sends a notice of returning request in written or other designated methods, this contract will then be suspended on the following day of such 30 days period.

C.Once this contract is suspended, the proposer may reinstate this contract within 2 years after the suspension date yet prior to annuity starting date; this contract will be terminated immediately if the proposer fails to apply reinstatement within 2 years.

D.This contract will be reinstated on the following 12am after the proposer returns policy loans plus accrued interests.

E.The limit of outstanding policy loans plus accrued interests shall not violate against the amount as aforesaid in paragraph A under any circumstance.

F.Taiwan Life shall send a notice to the proposer about their rights to apply for reinstatement as aforesaid in paragraph C via written notice, e-mail, fax, post mail or other designated methods, following the suspension of the contract, yet three months prior to the final date of application. The notice should include a warning that this contract will be terminated if the proposer fails to apply for reinstatement during the period aforesaid in paragraph C.

G.Taiwan Life sending a notice according to the proposers latest contact information shall be deemed to have completed the notice.

H.During the annuity payment period, the proposer may not apply to Taiwan Life for a policy loan by using the insurance policy as a collateral.

I.Where the “notice” mentioned in previous paragraphs means notice sent by e-mail, faxing, or post mail which treated as served as we get confirmation of the transmission.

第二十一條【年齡的計算及錯誤的處理】

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

被保險人的投保年齡發生錯誤時，依下列規定辦理：

一、真實投保年齡高於八十歲者，本契約無效，本公司應將已繳保險費無息退還要保人，如有已給付年金者，受益人應將其無息退還本公司。

二、因投保年齡錯誤，而致本公司短發年金金額者，本公司應計算實付年金金額與應付年金金額的差額，於下次年金給付時按應付年金金額給付，並一次補足過去實付年金金額與應付年金金額的差額。

三、因投保年齡錯誤，而溢發年金金額者，本公司應重新計算實付年金金額與應付年金金額的差額，並於未來年金給付時扣除。

Article 21 [Computation of Age and Miscalculation Management]

A.The proposer shall specify the date of birth of the insured in the insurance proposal when entering into an insurance policy. The issue age defined throughout this contract is age nearest birthday.

B.Any miscomputation on issue age shall be managed under followings rules:

(1)Where the actual issue age of the insured is older than 80, this contract is void, in which case Taiwan Life shall return paid premiums without accrued interests to the proposer. Shall there be any paid annuity payments, the beneficiary shall return the paid annuity payments without accrued interests to Taiwan Life.

(2)Where a miscomputation on issue age results in a shortage of annuity amount, Taiwan Life shall compute the difference between total paid annuity amount and actual annuity amount payable; then make up the beneficiary the amount of difference with a lump sum payment on next annuity payment date. Taiwan Life shall carry out annuity payments in correct annuity amount thereafter.

(3)Where a miscomputation on issue age results in excess of annuity amount, Taiwan Life shall compute the difference between total paid annuity amount and actual annuity amount payable; then deduct the amount of difference from future annuity payments.

第二十二條【受益人的指定及變更】

本契約受益人於被保險人生存期間為被保險人本人，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：

一、於訂立本契約時，得經被保險人同意指定身故受益人，如未指定者，以要保人為本契約身故受益人。

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

前項身故受益人的變更，於要保人檢具申請書及被保險人的同意書送達本公司時，本公司即予批註或發給批註書。

第二項之身故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外，以要保人為本契約身故受益人

。

Article 22 [Designation and Change of Beneficiary]

A.The insured shall be the only beneficiary during his or her lifetime; Taiwan Life will not accept any designation or change on beneficiary during this period.

B.Notwithstanding paragraph A, the proposer may designate or change the beneficiary on following conditions:

(1)When this contract is constituted, designation of a death beneficiary may be designated with consent of the insured; where no such beneficiary is designated, the proposer is therefore designated.

(2)Unless the right of designation is renounced, the death beneficiary may be changed prior to occurrence of any insurance peril under the consent of the insured. Where the proposer fails to notify Taiwan Life of such change, he/she shall not take such change against Taiwan Life.

(3)Taiwan Life shall endorse the change or issue an attached endorsement upon delivery of application for change of death beneficiary as aforesaid in paragraph B along with a letter of consent by the insured.

If the death beneficiary as aforesaid in paragraph B dies before or at the same time as the insured, the death beneficiary of this contract shall be the proposer unless another beneficiary has otherwise been designated by the proposer.

第二十三條【變更住所】

要保人的住所有變更時，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住所發送之。

Article 23 [Change in Domicile]

The proposer shall notify Taiwan Life immediately with written notice or other designated methods of any change in domicile.

Where the proposer fails to provide notification as aforesaid in paragraph A, notices from Taiwan Life may be sent to the last domicile of the proposer as indicated in this contract.

第二十四條【時效】

由本契約所生的權利，自得為請求之日起，經過兩年不行使而消滅。

Article 24 [Extinctive Prescription]

Any right arising out of this contract shall be extinguished if not exercised within 2 years of the date a claim may be asserted.

第二十五條【批註】

本契約內容的變更，或記載事項的增刪，除第二十二條規定者外，應經要保人與本公司雙方書面同意，並由本公司即予批註或發給批註書。

Article 25 [Endorsement]

Except as otherwise provided under Article 22, any change in the content of this contract, addition or deletion of contractual particulars, shall be made with the written consent of both the proposer and Taiwan Life; Taiwan Life shall then endorse the changes or issue an attached endorsement for record.

第二十六條【準據法及管轄法院】

本契約條款解釋、補充及適用均以中華民國法令為準據法。因本契約涉訟者，同意以臺灣臺北地方法院為第一審管轄法院。

Article 26 [Governing Law and Court of Jurisdiction]

The interpretation, supplementary, and applicability 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 Taiwan Taipei District Court as the jurisdiction court of first instance.

第二十七條【不分紅保險單】

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。

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.

附表一：附加費用表

附加費用率	3.0%
附加費用＝躉繳保險費×附加費用率	

Appendix 1：Expense Loading Table

Expense Loading Rate	3.0%
Expense Loading＝Single Premium×Expense Loading Rate	

附表二：解約費用表

保單年度	解約費用率
1	3.5%
2	3.0%
3	2.5%
4	2.0%
5	1.5%
6	1.0%
第 7 年及以後	0%
解約費用＝申請解約之年金保單價值準備金×解約費用率	

Appendix 2：Surrender Charge Table

Policy Year	Surrender Charge Rate
1	3.5%
2	3.0%
3	2.5%
4	2.0%
5	1.5%
6	1.0%
7+	0%
Surrender Charge＝Annuity policy value at the time of filing surrender × Surrender Charge Rate in the corresponding year	