

**台灣人壽保險股份有限公司****人壽保險投保人須知 (OIU)****Taiwan Life Insurance Co., Ltd.****Notice to Life Insurance Proposer (OIU)**

- 一、投保時，業務員會主動出示登錄證，並告知其授權範圍；如未主動出示或告知，應要求其出示並詳細告知，以確保本身權益。

At the time of entering into an insurance contract, the sales representative shall present the valid registration certificate to practice and inform you about the scope of authorization; if the sales representative does not do so, you shall request the sales representative to present it and make detailed disclosure.

- 二、告知義務：要保人及被保險人應誠實告知，否則保險公司得解除契約；保險事故發生後亦同。

Obligation to inform: The proposer and the insured shall make a truthful representation to the insurance company. Otherwise, the insurance company may rescind the contract; the same shall apply even after the insurance event has occurred.

說明 Note:

- (一) 保險法第六十四條規定：「訂立契約時，要保人對於保險人之書面詢問，應據實說明」又「要保人有為隱匿或遺漏不為說明，或為不實之說明，足以變更或減少保險人對於危險之估計者，保險人得解除契約；其危險發生後亦同。但要保人證明危險之發生未基於其說明或未說明之事實時，不在此限。」前項解除契約權，自保險人知有解除之原因後，經過一個月不行使而消滅；或契約訂立後經過二年，即有可以解除之原因，亦不得解除契約。」

Article 64 of the Insurance Act provides that: "At the time a contract is entered into, the proposer shall make truthful representations in response to the written inquiries of the insurer.

If the proposer has made any concealment, nondisclosure, or misrepresentation, and such concealment, nondisclosure, or misrepresentation is sufficient to alter or diminish the insurer's estimation of the risk to be undertaken, the insurer may rescind the contract; the same shall apply after the risk has occurred, provided that this provision does not apply where the proposer proves that the occurrence of the risk was not based upon any fact that it did or did not represent.

The right to rescind as stated in the preceding paragraph shall be extinguished if not exercised within one month of the time the insurer knows of the cause for rescission. Once two years have elapsed after the contract is entered into, the contract may not be rescinded even if cause for rescission exists..

- (二) 因保險契約是最大誠信契約，所以要保人及被保險人在要保時應將要保書及體檢表內各項，以及保險公司指定醫師檢查健康狀況時之詢問事項，都需要實實在在詳詳細細的說明或填寫清楚，不能有過失遺漏、故意隱瞞或告知不實情事。(例如：被保險人過去五年內是否曾因受傷或生病住院治療七日以上？應據實告知。)否則，保險公司在契約訂定後二年內可以解除契約(不過，保險公司須在知有解除原因後一個月內行使)；即使事故發生後亦不負賠償責任，除非要保人(或被保險人)能證明保險事故發生原因與未告知事項無關。且因未盡告知義務解除契約時，其已繳的保險費不須退還，這一點要保人或被保險人請特別注意以免遭受損失。

A contract of insurance is a contract based upon the utmost good faith. The proposer and the insured must truthfully answer every question stated in the insurance proposal and the health examination form, or is raised by an physician appointed by the insurance company for the health examination. No omission by negligence, willful concealment, or misrepresentation can be allowed. (For example, the insured must truthfully disclose the fact whether he or she was treated in a hospital for 7 days or longer due to an injury or illness in the past 5 years.) Otherwise, the insurance company may rescind the contract within 2 years from the effective date. (However, the right must be exercised within one month from the time the insurance company knows of the cause for rescission.) Under the same circumstance, even if the risk has occurred, the insurance company is not liable for the loss. Unless the proposer (or the insured) can prove that the occurrence of the risk was not based upon any fact that was not disclosed. Furthermore, if the contract is rescinded due to a breach of duty of disclosure, the insurance company need not refund the premiums already paid. The proposer or the insured must pay special attention to this issue to avoid any possible loss.

- 三、要保人繳費累積達有保單價值準備金而終止契約時，保險公司於接到通知後，一個月內償付解約金。

If the premium paid by the proposer has the accumulated policy value at the time of contract termination, the company shall pay the surrender value to the proposer within one month after receipt of such notice.

說明 Note:

- (一) 解約金是要保人按時繳付保險費，在保險期間內終止契約，保險公司結算已繳付保險費扣除契約應分攤保險給付成本及各項費用後，經主管機關核定，應返還要保人的金額。

The surrender value is the amount refund to the proposer that the company will calculate the premium, paid on time by the proposer, less the insurance cost and expenses according to the contract approved by the competent authority.

- (二) 關於歷年的解約金標準，保險單上面都有記載，可以作為參考

Standard surrender value over the years is specified in the insurance policy for your reference.

- (三) 保險契約的終止，自保險公司收到要保人書面通知開始生效

The termination of contract shall take effect upon the receipt of the proposer's written notification to the company.



四、除外責任 Exclusions

說明 Note：

- (一) 保險公司依照保險法規定，有下列原因，可以不負賠償責任。

According to the Insurance Act, the insurance company shall not bear liability for payment of policy proceeds as follows：

1. 要保人或受益人故意致被保險人於死者(參考保險法第一二一條)。
The proposer or the beneficiary willfully caused the death of the insured (see Article 121 of the Insurance Act).
2. 被保險人訂約或復效之日起二年內故意自殺，或因犯罪處死或拒捕或越獄致死者(參考保險法第一〇九條)。
The insured willfully commits suicide, is executed for a crime or dies as a result of resisting arrest or escaping from jail, within two years from the effective date or the reinstatement of insurance contract (see Article 109 of the Insurance Act).

- (二) 此外在保險單條款通常都有詳細訂明各種除外責任之範圍，可以參閱。

Furthermore, These policy provisions usually provide detailed descriptions about each scope of exclusion for your reference.

五、保險責任始期及續期保險費過期而未繳付，保險契約會自動停止效力。

In the event that any premium during the initial term and renewal term of the insurance responsibility is unpaid upon falling due, the contract shall be suspended.

說明 Note：

- (一) 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。

The Company shall assume insurance liabilities after it commits to insure and collect the first premium payment, and shall issue a policy as evidence of its commitment to insure. Where, before committing to insure, the company collects in advance an amount equal to the first premium payment, the commencement of insurance liabilities borne by the company due to its commitment to insure shall date back to the time when such amount equal to the first premium payment is collected in advance. In accordance with the preceding paragraph, if an insured peril should take place before the company expresses any intention of either commitment or refusal to provide insurance, the company shall still assume insurance liabilities.

- (二) 第二期以後的分期保險費，年繳或半年繳者自催告到達翌日起、月繳或季繳者自保險單所載交付日期之翌日起有 30 天的「寬限期間」，如果超過寬限期間仍未繳付保險費，保險契約即自動停止效力。

As to the second and subsequent installments, when insurance premiums are not paid by the due date, for annual or semi-annual premiums, beginning from the day after arrival of the notice of payment due; for monthly or quarterly premiums, beginning from the day after the due date specified in the policy, a grace period of 30 days will be granted. If no premium payment is made by end of the grace period, the contract shall be suspended when the grace period expired.

- (三) 要保人得於要保書或繳費寬限期間終了前以書面聲明，當其繳付保險費累積達有保單價值準備金時，如果續期保險費超過寬限期間仍未繳付，保險公司可將保險契約當時的保單價值準備金扣除保險單借款本息之餘額後，自動墊繳應繳保險費及利息使契約繼續有效，直到保單價值準備金之餘額不足墊繳一日的保險費時，保險契約的效力自寬限期終了翌日起停止。上述保險費的自動墊繳，要保人亦得於次一墊繳日前以書面通知保險公司停止自動墊繳。

The proposer may declare in the proposal, or in writing prior the end of the grace period, that：If second and subsequent installments of premiums should remain unpaid after the end of the grace period, where the premiums have been paid there is accumulated policy value at the time, the company shall provide an automatic loan for the payment of premiums due and the interest, using the total sum of the current the cash value of the policy as a collateral, deducting the principal and interest of insurance loan, to keep this contract in force. If the balance of the policy value should become insufficient for the payment of one day's premiums, this contract shall henceforth be suspended when the grace period expired. The proposer may notify the company in writing to suspend the foregoing automatic premium loan before the next automatic payment.

- (四) 本契約停止效力後，要保人得在停效日起二年內申請復效。惟不得遲於保險期間之屆滿日。

Where the validity of this contract is suspended, the proposer may apply for the reinstatement of its validity within two years from the date of suspension. However, if the term of this contract should expire, the application for reinstatement shall not be accepted.

1. 要保人於停止效力之日起六個月內提出前項復效申請，並清償欠繳保險費(扣除停效期間的危險保險費)、本契約約定之利息後，自翌日上午零時起，開始恢復其效力。

Where the proposer applies for reinstatement, in accordance with the preceding paragraph, within six months after the date of suspension, after the unpaid premiums, deducting risk premiums during the lapse period, and the interest calculated as per the interest rate of the policy loan applied for in accordance with this contract, are paid by the proposer, the validity of this contract shall be reinstated at 0:00 AM of the next day.

2. 要保人於停止效力之日起六個月後提出復效申請者，本公司得於要保人之復效申請送達本公司之日起一個月內要求要保人提供被保險人之可保證明。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。

Where the proposer applies for reinstatement, after six months from the date of suspension, within 30 days after such application is delivered to the company, the company may request the proposer to provide proof of insurability for the insured. If the insured's degree of risk has materially changed as to justify the refusal to insure, the company may refuse its reinstatement.



3. 本公司未於前項約定期限內要求要保人提供可保證明，或於收齊前項可保證明後一個月內不為拒絕者，視為同意復效。
Where the company does not request the proposer to provide the proof of insurability within the agreed time specified in the preceding paragraph, or it does not refuse reinstatement within 30 days from its receipt of the proof of insurability, it shall be deemed to have consented to reinstatement.
4. 前述復效申請，經本公司受領要保人清償欠繳保險費(扣除停效期間的危險保險費)、本契約約定之利息後，自翌日上午零時起，開始恢復其效力
Where the proposer applies for reinstatement, in accordance with the preceding paragraph, the Company's receipt of the unpaid premiums, (less the risk premiums during the lapse period), and the interest calculated per the interest rate of the policy loan in accordance with this contract, paid by the proposer, the validity of this contract shall be reinstated at 0:00 AM of the next day.
5. 申請復效期限屆滿時，本保險效力即行終止，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。
Upon the expiration of the reinstatement period, the contract will cease to be in effect. If there should be any policy value and the proposer has not applied for premium loan nor has he made any modification of this contract, the company shall refund the remaining policy value.

六、保險費繳付累積達有保單價值準備金時，方可以申請保險單借款。

If there should be policy value due to accumulation of the paid premiums, the policy loan can be available for application.

說明 Note：

- (一) 繳付保險費達有保單價值準備金時，要保人得向保險公司申請保險單借款，其可借金額上限依各保險單條款【保險單借款及契約效力的停止】約定辦理。
When there should be policy value due to accumulation of the paid premiums, the proposer may apply with the insurance company for insurance loan. The upper limit of borrowable amount is in accordance with the provision "Policy Loan and Lapse of the Contract" set forth in each insurance policy.
- (二) 不是投保後馬上就可申請借款，也不是可以借得已繳的全額保險費。
It is not correct that you can borrow money immediately after you enter into an insurance contract. It is also incorrect that you can borrow the amount equal to the total premiums already paid.

七、投保時，要保書應親自填寫及簽章，如本人不能書寫，得授權由家屬為之，但應註明其經過；業務員及保險公司會主動提供保險單條款，並於要保人交付保險費後，出具正式收據。為知道您投保的內容，及維護您的權益，如業務員及保險公司未主動提供時，請務必要求其提供(提醒您可電洽本公司保戶服務專線或各分公司專線查詢繳費情形)。

At the time of insuring an insurance product, you must complete the insurance proposal and sign it by yourself, or authorize your family member to do so and record the process if you are unable to complete the form. The sales representative and the insurance company will provide, without request, a copy of the terms and conditions of the insurance and issue an official receipt after the proposer has paid the premiums.

For the purpose of understanding what you have insured and protecting your rights and benefits, if the sales representative and the insurance company do not provide, without request, you must request them to do so. (We remind you that you may call our service line, or the designated line of each branch to inquire about the payment status.)

八、契約撤銷權 Right of Cancellation：

要保人於保險單送達的翌日起算 21 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。

The proposer may cancel this contract within 21 days after Taiwan Life delivers the insurance policy by providing a written or other agreed notice to the company with the insurance policy attached.

When the proposer exercises the right to cancel this contract as provided in the preceding paragraph, such cancellation shall take effect from 0:00 AM on the day following receipt of the proposer's written or other agreed declaration of intent; this contract shall then be void ab initio and the company shall return to the proposer without interest any premium already paid. The company shall assume no insurance liabilities for any insured peril if it takes place after the effective cancellation of this contract. However, prior to the effective cancellation of this contract, if an insured peril should take place, this contract shall be deemed to be not canceled and the company shall still assume the insurance liabilities hereof.

九、被保險人為未滿十五足歲之未成年人或受監護宣告尚未撤銷者，其身故保險金給付之限制。

Limitations on the payment of death benefit if the insured is a minor under fifteen years of age or has become subject to the order of the commencement of guardianship and not has been revoked.

說明 Note：

- (一) 訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力；被保險人滿十五足歲前死亡者，本公司得加計利息退還所繳保險費。
If, when entering into the insurance contract, the insured is a minor under fifteen years of age, the death benefits shall take effect on the date the insured reaches fifteen years of age. If the insured dies before reaching fifteen years of age, the insurance company may refund all premiums paid with interest.
- (二) 訂立本契約時，以受監護宣告尚未撤銷者為被保險人，其喪葬費用保險金額總和(不限本公司)，不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費用扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息



退還該超過部分之已繳保險費。

If, when entering into the insurance contract, the insured has become subject to the order of the commencement of guardianship and not has been revoked, the total insured amount (not limited to the amount payable by the Company) for the funeral expenses may not exceed one half of the funeral expense deduction allowed for estate tax under Article 17 of the Estate and Gift Tax Act. The Company shall also refund the excess premiums paid for the coverage over the above-mentioned limit.

(三) 前開內容在保單條款都有詳細規定，可以參閱。

The detailed provisions for the preceding paragraphs are written in the clauses of the insurance policy for your reference.

十、本保險商品受財團法人保險安定基金之保障。

This insurance product is under the coverage of the Taiwan Insurance Guaranty Fund.

說明 Note：

財團法人保險安定基金之墊付適用於依我國法律設立許可之本（外）國人身保險業在我國境內銷售之有效保險契約，但不包括下列契約：

The coverage of the Taiwan Insurance Guaranty Fund include any effective insurance policy sold, in the territory of this country, by any local or foreign life insurance enterprise which is established under Taiwan law except the following：

1. 未經我國法令許可之保險業在國內所銷售之保險契約。

Any insurance policy sold in the domestic market by an insurance enterprise not permitted under Taiwan law;

2. 國內人身保險業之國外（總）分支機構在國外銷售之保險契約。

Any insurance policy sold abroad by the foreign head or branch office of a local life insurance enterprise;

3. 保險商品之專設帳簿部分。

The account book exclusively set up for an insurance product;

4. 依據勞工退休金條例年金保險實施辦法規定銷售之勞退企業年金保險契約及勞退個人年金保險契約。

The labor pension enterprise annuity insurance policy and the labor pension individual annuity insurance policy sold pursuant to the Regulations Governing the Implementation of Annuity Insurance under the Labor Pension Act.

5. 再保險契約。

re-insurance contract.

(財團法人保險安定基金對人身保險業動用範圍及限額規定第二點 Point 2 of the application and quota of the Taiwan Insurance Guaranty Fund)

十一、因投保契約所生紛爭之處理方式及申訴之管道

Insurance Policy Dispute Resolution Method and Appeal Channel

說明 Note：

(一) 要保人或被保險人因投保之保險契約發生爭議，可以向投保之保險公司、依金融消費者保護法規定設立之爭議處理機構或行政院金融監督管理委員會（金管會）申訴。

For any insurance policy dispute, the proposer, insured may deal with such dispute by first filing a complaint with the insurance company, dispute resolution center established under the laws of financial consumer protection, or the Financial Supervisory Commission (FSC), Executive Yuan.

(二) 如因保險契約爭議涉訟者，依據人身保險各險示範條款之約定，以要保人住所地地方法院為第一審管轄法院，要保人的住所在中華民國境外時，則以雙方約定之地方法院為第一審管轄法院。但不得排除消費者保護法第四十七條及民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

For any insurance policy litigation, the district court located at the proposer's residency shall be the court of first instance pursuant to the model clauses of life insurance; if the proposer resides outside the Republic of China, then the district court agreed upon by both parties shall be the court of first instance. Nothing contained herein shall preclude the jurisdiction of small claims court according to Article 47 of the Consumer Protection Act and Article 436-9 of the Code of Civil Procedure.

◎ 本須知僅供參考，有關之權利義務，仍請詳閱契約條款之約定。

This Notice is for reference only. Please read the terms and conditions of the contract about the relevant rights and obligations.