



# Incapacity Support Service

Life doesn't always go according to plan. If you become mentally or physically incapacitated, making financial and policy decisions may no longer be possible.

That's why your policy offers **two complementary solutions** — designed to give your loved ones **clarity, speed and support**, exactly when they need it most.

## Two Solutions. One Thoughtful Plan.

If you are diagnosed as a **Mentally Incapacitated Person<sup>1</sup>** or with **Coma<sup>2</sup>**, **Major Head Trauma<sup>3</sup>** or **Paralysis<sup>4</sup>** (“Designated Illness(es)”), you can...

### Solution 1: Incapacity Benefit<sup>5</sup> – Immediate financial support for urgent needs

The **Incapacity Benefit** allows you to pre designate up to three family members in order of priority as the Incapacity Benefit Recipient(s) to claim a cash payment on your behalf from your policy within 365 days from the date you becoming a Mentally Incapacitated Person or being Diagnosed with one or more of the Designated Illness(es).

This helps your family access policy value to meet urgent medical, care or living needs — even if you are unable to act yourself.

### Solution 2: Incapacity Transfer Arrangement<sup>6</sup> – Continuity of ownership

The **Incapacity Transfer Arrangement** lets you give advance instructions to pre-designate one or more family members as Successor(s) for Transfer Arrangement to take over the policy ownership or own new policy(ies) created after splitting the policy value within 365 days from the date you becoming a Mentally Incapacitated Person or being Diagnosed with one or more of the Designated Illness(es).

This helps preserve your long-term policy objectives — such as protection, wealth planning or legacy goals.

Remarks:

- 1 Mentally Incapacitated Person means a person who is incapable, by reason of mental incapacity, of managing and administering his/her property and affairs. The diagnosis of mental incapacity must be given by a specialist who is a psychiatric specialist having special experience in diagnosis of mental incapacity. We reserve the right to conduct an independent evaluation of the policy owner when it is considered necessary to ascertain the diagnosis.
- 2 Coma means a state of unconsciousness with no reaction to external stimuli or internal needs persisting continuously with the use of life support systems for a period of at least one week and resulting in a neurological deficit, which in our medical officer's opinion is of a permanent nature.
- 3 Major Head Trauma means major trauma to the head with disturbance of the brain function confirmed by definite diagnosis by a consultant neurologist acceptable to us. The disturbance must result in a permanent bedridden situation or the inability to perform without assistance three or more Activities of Daily Living.
- 4 Paralysis means permanent loss of muscular power of both arms or both legs due to the disorder of the brain and nervous system and confirmed by a Specialist in the relevant medical field.
- 5 For more details, please refer to the section “Notes for Incapacity Benefit” and the sample Policy Document, which will be provided upon request.
- 6 For more details, please refer to the section “Notes for Incapacity Transfer Arrangement” and the sample Policy Document, which will be provided upon request.

## Solution 1: Incapacity Benefit<sup>5</sup> – Immediate financial support for urgent needs



### How it works

- You can designate **up to 3 Incapacity Benefit Recipients**, each aged **18 or above** in order of priority



**1<sup>st</sup> Recipient** – first right to apply



**2<sup>nd</sup> Recipient** – right to apply only after the 1<sup>st</sup> gives up the right



**3<sup>rd</sup> Recipient** – right to apply only after the 1<sup>st</sup> and 2<sup>nd</sup> give up the right

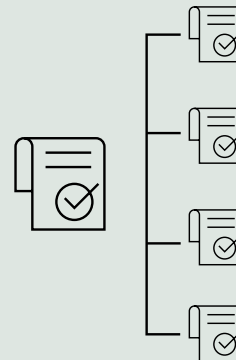
- You can designate an **Incapacity Benefit Percentage** at least **25%**

## Solution 2: Incapacity Transfer Arrangement<sup>6</sup> – Continuity of ownership



### How it works

- You can designate **one or more family members as Successors for Transfer Arrangement**
- You can designate **Incapacity Transfer Percentage** at least **25%** for each Successor for Transfer Arrangement.



**The sum of Incapacity Benefit Percentage and total Incapacity Transfer Percentage(s) shall not exceed 100%.**

### **If Incapacity Benefit Percentage is 100%,**

- Payment equals the Total Cash Value - the amount of any loans with interest
- The **policy will terminate**

### **If Incapacity Benefit Percentage is less than 100%,**

- Payment equals the Total Cash Value x the Incapacity Benefit Percentage
- The policy continues, subject to the minimum notional amount as required by the then current administrative rules

### **If Incapacity Transfer Arrangement is 100%,**

- One successor becomes the **new Policy Owner**
- **Insured and beneficiary(ies) remain unchanged**
- **All policy values stay the same**

### **If Incapacity Transfer Arrangement is less than 100%,**

- Your policy value will split out according to the Incapacity Transfer Percentages for the creation of new policy(ies).
- Each Successor for Transfer Arrangement becomes the new policy owner and new insured of the new policies
- After the split, original Policy Owner and original Insured of original policy will remain unchanged and original policy keeps in force with the remaining policy value.
- No cooling off period for new policies

## Notes for Incapacity Benefit:

1. Each proposed Incapacity Benefit Recipient must be a family member of yours who has reached age 18 or above and is related to you as parent, spouse, child, sibling, grandparent, grandchild, niece, nephew, aunt, uncle, cousin or through any other relationship as approved by us.
2. The irrevocable beneficiary(ies) (if any) and the assignee (if any) must agree in writing to the requested designation of
  - (a) the Incapacity Benefit Recipient; and
  - (b) the Incapacity Benefit Percentage.
3. Any existing Incapacity Benefit Recipient designation on our record will be automatically revoked when
  - (a) you designate one or more new Incapacity Benefit Recipient(s) while there is existing Incapacity Benefit Recipient designation(s), such existing designation(s) will be automatically revoked;
  - (b) the Policy Owner is changed;
  - (c) Sun Life HK has been notified that there is a guardian or committee appointed under the Mental Health Ordinance (Cap. 136 Laws of Hong Kong SAR) (or if there is a guardian or committee appointed under similar laws in another jurisdiction) of the estate of the Policy Owner who is a Mentally Incapacitated Person; or
  - (d) Sun Life HK has been notified that the Policy Owner has an enduring power of attorney covering the policy.

In the event that there is a dispute between the Incapacity Benefit Recipient and any other person, including but not limited to the Policy Owner's guardian, committee, attorney, beneficiary(ies), assignee or in our reasonable belief that there is such a dispute, Sun Life HK reserves the right to withhold the payment of the Incapacity Benefit until such dispute is resolved.
4. Upon our approval of the designation(s), each of the Incapacity Benefit Recipient(s) shall have the right to file a claim with us for Incapacity Benefit of the Policy after you become a Mentally Incapacitated Person or are Diagnosed with one or more of the Designated Illnesses and their right are further subject to and in the following order of priority:
  - (a) The first Incapacity Benefit Recipient has the first right to file a claim with us for the Incapacity Benefit which is subject to our approval;
  - (b) Upon first Incapacity Benefit Recipient relinquishing his/her Right, the second Incapacity Benefit Recipient has the immediate next right to file a claim with us for the Incapacity Benefit which is subject to our approval; and
  - (c) Upon first and second Incapacity Benefit Recipient relinquishing their rights, the third Incapacity Benefit Recipient has the last right to file a claim with us for the Incapacity Benefit which is subject to our approval,

provided that the claim for the Incapacity Benefit must be received within three hundred and sixty five (365) days from the date of the Policy Owner becoming a Mentally Incapacitated Person or being Diagnosed with one or more of the Designated Illnesses. After the aforesaid three hundred and sixty-five day period, the right of all proposed Incapacity Benefit Recipient(s) shall become void and have no further force and effect. For the avoidance of doubt, upon any of the proposed Incapacity Benefit Recipient relinquishing their rights, their rights to file a claim for the Incapacity Benefit will be forfeited.
5. Only one of the proposed Incapacity Benefit Recipient(s) will have the right to file a claim with us for Incapacity Benefit. When we have paid the Incapacity Benefit to that Incapacity Benefit Recipient, any right of Incapacity Benefit Recipient(s) shall become void and have no further force and effect.
6. Once we pay out 100% of the surrender value under this benefit, your policy will terminate.
7. If you have opted for an Incapacity Benefit Percentage less than 100% and your policy is a policy of a designated universal life product, the Incapacity Benefit will be paid by withdrawing the equivalent amount of surrender value on the date of claim approval multiplied by the Incapacity Benefit Percentage respectively, which in turn will be deemed as partial surrender.
8. The Notional Amount of the basic plan cannot be less than the minimum amount as required by the then current administrative rules and the amount available for a loan cannot be less than zero upon payment of Incapacity Benefit, and the actual amount of Incapacity Benefit may be less than the amount payable. When an automatic partial surrender is triggered in the course of payment of Incapacity Benefit, the policy values including not but limited to account value and cumulative guaranteed value if applicable for the basic plan will be reduced accordingly.

## Notes for Incapacity Transfer Arrangement:

1. Incapacity Transfer Arrangement is applicable only to designated plans. It is administrative arrangements and not a feature of the designated plans. Incapacity Transfer Arrangement is subject to the prescribed conditions set out in the endorsement and prescribed form, the then current administrative rules, underwriting rules, any other requirements set out in the prescribed forms designated by Sun Life HK being fulfilled and the request being approved by Sun Life HK. Policy Owner may change the Successor for Transfer Arrangement and Incapacity Transfer Percentage while the Basic Plan is in effect.
2. For more information about your rights and applicable restrictions regarding Incapacity Transfer Arrangement, please refer to the prescribed form. To exercise these options, you must meet all conditions outlined in the prescribed form and comply with Sun Life HK's then current administrative rules, underwriting requirements, and such requests are subject to Sun Life HK's approval.
3. Incapacity Transfer Arrangement is not applicable to the policy which is assigned or with premium financing arrangement.
4. Successor(s) for Transfer Arrangement must submit the application to become the owner of the Policy and/or the owner of the new policy created after splitting the values of the Policy within 365 days from the date of the Policy Owner becoming a Mentally Incapacitated Person or being Diagnosed with one or more of the Designated Illness.
5. The irrevocable beneficiary(ies) (if any) of the original policy must agree in writing to the requested designation of
  - (a) the Successor for Transfer Arrangement; and
  - (b) the Incapacity Transfer Percentage.
6. The existing designation of Successor for Transfer Arrangement on our records will be automatically revoked if any of the following occurs:
  - (a) you designate a new Successor for Transfer Arrangement and your request is approved by us;
  - (b) the Policy Owner is changed;
  - (c) Sun Life HK has been notified that there is a guardian or committee appointed under the Mental Health Ordinance (Cap. 136 Laws of Hong Kong SAR) (or if there is a guardian or committee appointed under similar laws in another jurisdiction) of the estate of the Policy Owner who is a Mentally Incapacitated Person;
  - (d) Sun Life HK has been notified that the Policy Owner has an enduring power of attorney covering the policy; or
  - (e) exercise of the Continuation Option under the Death Benefit Settlement Option
7. The Successor for Transfer Arrangement must be a family member of yours and is related to you as parent, spouse, child, sibling, grandparent, grandchild, niece, nephew, aunt, uncle, cousin or through any other relationship as approved by us. The Successor for Transfer Arrangement must reach age 18 or above upon the application of taking over the original policy or becoming the Policy Owner of new policy.
8. Once ownership transfer or policy split has been effected pursuant to this Incapacity Transfer Arrangement, the application for the ownership transfer or policy split cannot be withdrawn or changed.
9. If Incapacity Transfer Percentage equals 100%, upon the Policy Owner becoming a Mentally Incapacitated Person or being Diagnosed with one or more of the Designated Illnesses, the approved Successor for Transfer Arrangement must submit an application to us in our prescribed form to:
  - (a) apply for the transfer of ownership of the Policy;
  - (b) the Company shall transfer the full ownership of the policy to the approved Successor for Transfer Arrangement upon approval;
  - (c) the Successor for Transfer Arrangement shall become the new Policy Owner, while the Insured and beneficiary(ies) remain unchanged;
  - (d) all policy values including any loans with interest shall remain unchanged; and
  - (e) any designation regarding the change of ownership such as contingent policy owner or interim policy owner on our records shall be automatically revoked.
10. If Incapacity Transfer Percentage is less than 100%, upon the Policy Owner becoming a Mentally Incapacitated Person or being Diagnosed with one or more of the Designated Illnesses, each approved Successor for Transfer Arrangement must submit an application to us in our prescribed form to request the Company to split policy values to one or more new policy(ies) for the approved Successor(s) for Transfer Arrangement subject to the following:
  - (a) the notional amount of each new policy shall equal the Incapacity Transfer Percentage multiplied by the Notional Amount of the original Policy as at the date of the Policy Owner becoming a Mentally Incapacitated Person or being Diagnosed with one or more of the Designated Illnesses and the policy values including any loans with interest of each new policy shall be calculated based on the notional amount of the new policy;
  - (b) the original policy values including any loans with interest of the original policy shall be reduced proportionately;
  - (c) the policy date, maturity date (if applicable) and policy year of each new policy shall be the same as the original Policy;
  - (d) the life insured under any of the new policy(ies) so created must be the owner of such policy(ies);
  - (e) the beneficiary(ies) of each new policy shall be the owner state of such new policy(ies);
  - (f) the new policy(ies) shall have similar product features of the original policy;
  - (g) the respective notional amount of each new policy created pursuant to this Incapacity Transfer Arrangement shall not be less than the minimum amount required by the then current administrative rules of the Company; and
  - (h) there shall be no cooling-off period applicable to any new policy created pursuant to the Incapacity Transfer Arrangement.

## Important Notes

- You should choose relevant insurance products according to your own or actual needs. Please consider your own needs and affordability before buying additional insurance products.
- If, and only if, a Policy owner is entitled to exercise the arrangement (i.e. all terms and conditions of the Incapacity Benefit and Incapacity Transfer Arrangement have been complied with), the terms and conditions of the option shall form part of the Policy.
- This leaflet provides general information only and does not constitute any offer to sell any policy. For details of product features and risk disclosures, please refer to the product brochure. For details of the definitions, full terms and conditions, and exclusions, please refer to the sample Policy Document, which will be provided upon request. If there is any conflict between the Policy Document and this leaflet, the Policy Document shall prevail.
- The contents of this leaflet should not be construed as legal advice. If you are in doubt about any matters in this document, you should obtain your own professional advice.

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In this leaflet, 'you' and 'your' refer to the policyowner. 'Sun Life HK', 'Company', 'we', 'us' and 'our' refer to Sun Life Hong Kong Limited (Incorporated in Bermuda with limited liability).

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