# **Incapacity Care Service**

#### Applications will be accepted starting Q3 2024

Having enough protection is not enough. To complete your peace of mind, you also need to be certain that you can empower your family member to access your policy's value even in the most unexpected circumstances where you have become physically or mentally incapacitated. With **Incapacity Care Service**<sup>1,2,3</sup>, you can rest assured that your loved ones will have immediate financial relief without the need to navigate a lengthy and complicated legal process, and that your policy will continue.

# How it works?

Incapacity Care Service allows you to appoint<sup>1,4</sup> a family member<sup>5</sup> ('Designated Person') in advance to act on your behalf if you ever become mentally and/or physically incapacitated and to execute one of the below policy management instructions as pre-selected by you while your policy is in force.

If you ever become incapacitated as a result of any of the designated illnesses<sup>6</sup> listed below:

• Apallic syndrome

• Mental incapacity

- Coma
- Paralysis
- Loss of independent existence
- Major head trauma

• Terminal illness

The Designated Person will act on your behalf and execute one of the policy management instructions below as pre-selected by you :





#### **Ownership transfer**<sup>7,8</sup>

Transfer policy ownership<sup>9</sup> to the Designated Person.

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### One-off withdrawal from the policy<sup>10,11,12</sup>

Withdraw a certain percentage (as designated by you) ('Percentage') of the policy value<sup>9</sup>, with the proceeds paid to the Designated Person.

# Example



Policyowner and life insured: Jenny

Designated Person: Tom (Jenny's husband)

#### Option 1 **Ownership transfer** |=) لعا Jenny pre-selects a Jenny is in a coma Tom applies for transfer As policyowner, Tom and has to be policy management of policy ownership can request to instruction and hospitalized. as per Jenny's prior withdraw<sup>13</sup> cash regularly instruction. from the policy and/or appoints Tom as the Designated Person continue to receive any Upon our approval, under Incapacity Care regular payouts (if any) Service, authorizing ownership of the policy previously set up Tom to take up the is transferred to Tom, by Jenny. who thereupon becomes policy ownership if she became the new policyowner. Backed by this financial incapacitated due support, he can focus on to any designated taking care of Jenny. illnesses.

### Option 2

### One-off withdrawal from the policy



Jenny pre-selects a policy management instruction and appoints Tom as the Designated Person under Incapacity Care Service, giving Tom a one-off right to withdraw 50% of the policy **value** if she became incapacitated due to any designated illnesses.

Jenny is in a coma and has to be hospitalized.

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Jenny requires long-term care. To access the financial support she needs, Tom applies for a one-off withdrawal<sup>11,12</sup> of 50% of the policy value under Incapacity Care Service.



Upon our approval, 50% of the policy value is paid to Tom.

The policy will continue to be in force, with no change to the policyowner.

### Without Incapacity Care Service



If Jenny has not made any pre-arrangement through Incapacity Care Service, Tom would need to go through a time-consuming and complicated process to apply for a court order granting him custodianship of the policy or appoint a committee under the law to manage the policy on Jenny's behalf.

#### Remarks

- 1. Incapacity Care Service is applicable only to designated plans. It is an administrative arrangement and not a feature of the designated plans. The acceptance of any application for or change of Incapacity Care Service is at our sole and absolute discretion, and subject to terms and conditions which shall be determined and modified by us from time to time without prior notice. You are allowed to apply for, change or revoke Incapacity Care Service, provided always that you must mentally sane at the time of making such request.
- 2. Incapacity Care Service is not an enduring power of attorney ('EPA') or a guardianship order and does not appoint the Designated Person as the policyowner's attorney or guardian/ committee. In case there is a dispute between the Designated Person and any other person, including but not limited to the policyowner's guardian or committee, attorney or beneficiary(ies), the Company reserves the right to withhold the execution of the policy management instruction until such dispute is legally resolved.
- 3. You must not apply for Incapacity Care Service if you have an EPA or a guardian/ committee appointed, and Incapacity Care Service being in conflict with them or any orders or instructions issued by valid courts or government agencies will be considered invalid.
- 4. The appointment of the Designated Person will be automatically revoked when (1) there is a change in policyowner, (2) the policyowner dies, (3) the Designated Person dies, (4) the Company is notified that the policyowner has created an EPA covering the policy or (5) the Company is notified of a committee or guardianship order in respect of the policyowner taking effect.
- 5. The Designated Person must be your family member who has reached age 18 or above and related to you as parent, spouse, child, sibling, grandparent, grandchild, niece, nephew, aunt, uncle, cousin or any other relationship as approved by us. Please contact your Manulife insurance advisor for more information.
- 6. The Designated Person is required to provide medical reports from registered medical practitioner confirming your diagnosis of the designated illness to our satisfaction, and any other documents or evidence we may require.
- 7. You cannot arrange both Incapacity Care Service and Successive policyowner (with Legacy Choice) under the same policy if you choose Option 1 under Incapacity Care Service. For details of Successive policyowner (with Legacy Choice), please refer to the relevant leaflet.
- 8. If a successive policyowner has been nominated for the policy and you choose Option 1 under Incapacity Care Service, the Designated Person must be the same person as the successive policyowner.
- 9. The application for the ownership transfer to the Designated Person under Option 1 or one-off withdrawal from the policy under Option 2 will be subject to our approval and the fulfillment of our prevailing administrative rules, which shall be determined and modified by us from time to time without prior notice. Once the ownership transfer to the Designated Person or the one-off withdrawal is approved by us, it cannot be changed/ revoked.
- 10. If the Percentage is 100% under Option 2, policy surrender will be triggered automatically upon execution of the one-off withdrawal and the withdrawal amount will be paid in the amount of surrender value after deducting any indebtedness. The policy will automatically terminate on the approval date of the Option 2 request by the Designated Person.
- 11. If the Percentage is less than 100% under Option 2, the withdrawal amount equals to (1) surrender value multiplied by the Percentage ('Designated Amount'); and (2) less any indebtedness. The Designated Amount will be withdrawn first from the accumulated balance of non-guaranteed benefits (if any), including but not limited to any annual dividends, non-guaranteed income and realized terminal bonus. If the accumulated balance of non-guaranteed benefits (if any) is less than the Designated Amount, notional amount reduction of the basic plan will be triggered automatically and the remaining portion of Designated Amount will be withdrawn from guaranteed cash value and non-guaranteed terminal bonus proportionally.
- 12. Any reduction in notional amount will reduce your future benefits including but not limited to the guaranteed cash value, terminal bonus, death benefit and accidental death benefit of the basic plan (if applicable). The notional amount after the reduction must meet the minimum notional amount requirement which we set from time to time without giving you notice. Hence, the actual withdrawal amount may be less than the amount calculated based on the percentage of surrender value as pre-set by you.
- 13. By making withdrawal(s), the future benefits under the policy will be reduced.

In this leaflet, 'you' and 'your' refer to the policyowner. 'Manulife', 'Company', 'we', 'us' and 'our' refer to Manulife (International) Limited (Incorporated in Bermuda with limited liability).

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