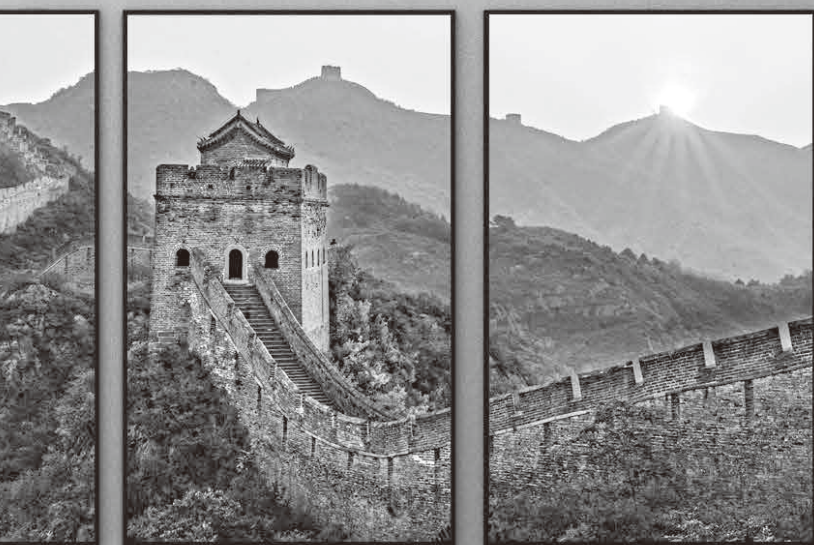




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Life protection & savings
Grand Heritage II



Build your
legacy through
lifelong glory

Product brochure

**Life achievement and success
should not be confined by time.
A well-planned long-term goal helps
guide you to a desirable future and
build a legacy for your beloved
family.**

Grand Heritage II (the “plan”) is a participating life insurance policy which provides you a lifelong protection up to age 138¹. The plan offers guaranteed cash value² and potential returns from terminal dividend. With the newly added feature - the terminal dividend lock-in option, it allows you to manage the non-guaranteed terminal dividend in a more flexible way. In addition, the plan allows you to have access to emergency cash. You may also enjoy the privilege to convert the plan to an annuity plan of the Company.





Highlights



Lifelong wealth accumulation

with flexibility in cash-flow

Lifelong protection

for legacy planning

Lifelong flexibility

to match evolving needs





Lifelong wealth accumulation with flexibility in cash-flow

Guaranteed cash value² to secure your future

Grand Heritage II offers cash value². Such cash value² is guaranteed by the Company and will be payable upon policy maturity or policy surrender, which helps you plan ahead for your future and enjoy wealth accumulation.

Terminal dividend to boost potential returns

Terminal dividend is payable upon policy maturity, policy surrender or on the death of the insured starting from the end of the 3rd policy year. Terminal dividend is not guaranteed and may be reduced or increased by the Company from time to time. Please refer to **Non-guaranteed benefits** under the section **Important information** for details.

Terminal dividend lock-in option

Grand Heritage II allows you to capture and secure any market upside with terminal dividend lock-in option.

Subject to the Company's approval and its prevailing administrative rules, within 30 days from each policy anniversary starting from the 15th policy anniversary you may apply³ a yearly transfer of not more than 10% of the latest value of the terminal dividend to the terminal dividend lock-in account. The amount of terminal dividend you apply for such transfer is the "Lock-in Amount"^{4,5}. The percentage of the latest value of the terminal dividend you apply to transfer to the terminal dividend lock-in account in a policy year is the "Exercised Rate". The total of the Exercised Rates⁶ throughout all the policy years starting from the 15th policy anniversary shall not exceed the "Aggregate Maximum Lock-in Rate" (which is currently 60% of the terminal dividend)⁶.

Once the Lock-in Amount^{4,5} is approved by the Company, it will be deducted from the terminal dividend and transferred to the terminal dividend lock-in account as soon as practicable⁴. As a result of the exercise of the terminal dividend lock-in option, the terminal dividend as at the relevant policy year and any terminal dividend which the Company may declare for subsequent policy years will be reduced accordingly, but the notional amount will remain unchanged.

In addition, you may earn interest on the value of the terminal dividend lock-in account to further accumulate your wealth. The interest rate is not guaranteed and is determined by the Company from time to time at its absolute discretion.

Withdrawals from terminal dividend lock-in account

You can withdraw part or all of the value of the terminal dividend lock-in account in a lump sum⁷ anytime without surrendering the policy to accommodate your financial needs at different stages of your life.



Lifelong protection for legacy planning

Grand Heritage II provides life protection giving you extra peace of mind throughout the benefit period. To strike a balance between life protection and savings, the level of life protection will be lowered gradually as the insured approaches silver ages.



In the unfortunate event of death of the insured, the designated beneficiary will receive a death benefit which is equal to the higher of the Notional Premium and the Guaranteed Death Benefit, plus any terminal dividend and any value of the terminal dividend lock-in account, and less any indebtedness.

Please refer to **Life protection** under the section **Grand Heritage II at a glance** for further details.



Lifelong flexibility to match evolving needs

Death benefit settlement option

To allow greater flexibility, you can choose to have the death benefit paid out in a lump sum or by regular instalments. If you prefer to receive the payment by instalments, in the unfortunate event of the death of the insured, the death benefit will be paid by instalments at such regular intervals over a specified period of time to be agreed by the Company, with interest accrued on the balance of death benefit yet to be paid at an interest rate to be determined by the Company from time to time at its sole discretion, until the full amount of death benefit has been paid out.



Accessible cash with policy loans⁸

If you need access to emergency cash, you may apply for policy loans⁸ after the 1st policy year from the guaranteed cash value², subject to approval by the Company.

Conversion privilege to annuity plan

For your retirement planning purpose, starting from the 10th policy anniversary, you may convert the policy to any annuity plan of the Company then available, subject to the relevant requirements of such annuity plan and the Company's approval.



Grand Heritage II at a glance

Premium payment term	Single premium																								
Benefit period	Up to age 138 ¹																								
Issue age	10 days [#] - age 70 [#] The issue age starts from 10 days only for cases where the insured's place of birth is Hong Kong or Macau; otherwise, it starts from 14 days																								
Minimum notional amount	USD500,000 ⁹																								
Life protection	<p>Death benefit is equal to: the higher of (i) Notional Premium⁺ and (ii) Guaranteed Death Benefit[^]</p> <ul style="list-style-type: none"> + any non-guaranteed terminal dividend + any value of the terminal dividend lock-in account − any indebtedness <p>⁺ Notional Premium refers to the applicable single premium amount determined based on the latest notional amount</p> <p>[^] The amount of Guaranteed Death Benefit payable will depend on when the insured passes away and be expressed as a percentage of the notional amount as set out below:</p> <table> <tr> <th>When the insured passes away</th><th>Percentage of notional amount</th></tr> <tr> <td>Before the Amber Anniversary[*]</td><td>100%</td></tr> <tr> <td>During the 1st policy year from the Amber Anniversary[*]</td><td>95%</td></tr> <tr> <td>During the 2nd policy year from the Amber Anniversary[*]</td><td>90%</td></tr> <tr> <td>During the 3rd policy year from the Amber Anniversary[*]</td><td>85%</td></tr> <tr> <td>During the 4th policy year from the Amber Anniversary[*]</td><td>80%</td></tr> <tr> <td>During the 5th policy year from the Amber Anniversary[*]</td><td>75%</td></tr> <tr> <td>During the 6th policy year from the Amber Anniversary[*]</td><td>70%</td></tr> <tr> <td>During the 7th policy year from the Amber Anniversary[*]</td><td>65%</td></tr> <tr> <td>During the 8th policy year from the Amber Anniversary[*]</td><td>60%</td></tr> <tr> <td>During the 9th policy year from the Amber Anniversary[*]</td><td>55%</td></tr> <tr> <td>After the end of the 9th policy year from the Amber Anniversary[*]</td><td>50%</td></tr> </table> <p>[*] Amber Anniversary refers to the policy anniversary on or immediately following the insured's 65th birthday or the 15th policy anniversary, whichever is later</p>	When the insured passes away	Percentage of notional amount	Before the Amber Anniversary [*]	100%	During the 1 st policy year from the Amber Anniversary [*]	95%	During the 2 nd policy year from the Amber Anniversary [*]	90%	During the 3 rd policy year from the Amber Anniversary [*]	85%	During the 4 th policy year from the Amber Anniversary [*]	80%	During the 5 th policy year from the Amber Anniversary [*]	75%	During the 6 th policy year from the Amber Anniversary [*]	70%	During the 7 th policy year from the Amber Anniversary [*]	65%	During the 8 th policy year from the Amber Anniversary [*]	60%	During the 9 th policy year from the Amber Anniversary [*]	55%	After the end of the 9 th policy year from the Amber Anniversary [*]	50%
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After the end of the 9 th policy year from the Amber Anniversary [*]	50%																								
Guaranteed cash value²	Payable upon policy maturity or policy surrender																								
Non-guaranteed Terminal dividend	Non-guaranteed terminal dividend may be payable starting from the end of the 3 rd policy year upon policy maturity, policy surrender or the death of the insured																								
Terminal dividend lock-in option	<ul style="list-style-type: none"> Under the terminal dividend lock-in option, within 30 days from each policy anniversary starting from the 15th policy anniversary, you may apply³ to transfer up to the Aggregate Maximum Lock-in Rate (which is currently 60% of the terminal dividend)⁶ of the terminal dividend to your terminal dividend lock-in account. The amount of terminal dividend you apply for such transfer is the Lock-in Amount^{4,5} Interest may be credited on the value of the terminal dividend lock-in account at an interest rate as may be determined by the Company from time to time at its absolute discretion The value of the terminal dividend lock-in account can be withdrawn in a lump sum⁷ 																								
Surrender value / Maturity benefit	<p>Guaranteed cash value²</p> <ul style="list-style-type: none"> + any non-guaranteed terminal dividend + any value of the terminal dividend lock-in account − any indebtedness 																								

* For details, please refer to **Dividend philosophy** under the Important information section.

Important information

Cooling-off period

If you are not completely satisfied with the policy, you have the right to cancel it by returning the policy (if applicable) and giving a written notice of cancellation to the Company. Such written notice of cancellation must be signed by you and received directly by our Customer Service at Suite 2001, 20/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (for policy issued in Hong Kong) / Avenida do Infante D. Henrique No.43-53A, 20 Andar, The Macau Square, Macau (for policy issued in Macau) within **21 calendar days** immediately following either the day of delivery of the policy or the notice of policy issuance (notifying you of the cooling-off period) to you or your nominated representative (whichever is earlier). The policy will then be cancelled and a refund of any premium(s) paid (and any levy paid, if the policy is issued in Hong Kong) will be returned to you on the condition that no claim payment under the policy has been made prior to your request for cancellation.

Non-guaranteed benefits

Dividend philosophy

The plan is designed to provide both life insurance protection and growth potential for savings through a combination of:

- (a) guaranteed benefits, including cash value² and death benefit; and
- (b) non-guaranteed terminal dividend.

How do we determine your terminal dividend?

The premiums from your policy are pooled together with those from the owners of other policies to form a participating fund and will be invested and managed internally by us.

We will make deductions for expenses, surrenders, claims, charges attributed to the guaranteed benefits, asset transfer related to the exercised terminal dividend lock-in option and profit sharing from this participating fund, while it earns investment returns. The value of this participating fund is called the “asset share”. It is an important reference to help us determine your terminal dividend.

When we determine the amount of the terminal dividend of your policy, we will take into account the following:

- (a) the asset share;
- (b) both the current and the expected future amount of the guarantees; and
- (c) the returns we expect the participating fund to earn in the future.

In the plan, profit and loss arising from investment of the asset share will impact your terminal dividend. To align our interest with yours, we aim to share with you 95% of the profit and loss while the remaining 5% goes to us.

What will affect your terminal dividend?

We consider (i) the past performance and future outlook of financial and economic factors that may affect the investment return and (ii) the exercised terminal dividend lock-in option when determining your terminal dividend and they may significantly affect it.

Investment return

This includes changes in interest rates that will cause changes in interest earnings, as well as changes in market value of the assets in the participating fund due to changes in financial markets and economic conditions. These may result from risks or changes in factors, such as interest rates, currency risk, liquidity risk, credit / default risk, price risk, volatility risk and also general investment conditions.

Exercising the terminal dividend lock-in option

When the terminal dividend lock-in option is exercised, your corresponding profit share will be paid out in the form of the terminal dividend Lock-in Amount^{4,5} and the corresponding asset will be transferred out from the asset share. As a result of the exercise of the terminal dividend lock-in option, the terminal dividend as at the relevant policy year and any terminal dividend which the Company may declare for subsequent policy years will be reduced accordingly.

We may also apply smoothing when determining the terminal dividend. The value of the participating fund may go up and down sharply within days. Instead of sharing with you the gains or losses immediately, we may even out some short-term fluctuations.

As your policy will be grouped together with other similar policies, the terminal dividend of your policy may also vary if the characteristics of policies in your group change.

Based on these, we conduct a detailed analysis of the participating business and determine the terminal dividend to be declared at least annually.

Interest on accumulated value of terminal dividend lock-in account

You can choose to leave your Lock-in Amount^{4,5} (after repayment of any indebtedness at the discretion of the Company (if any)) with us in the terminal dividend lock-in account to earn interest. The terminal dividend lock-in account will form a separate fund, where it does not form part of the asset share and is separately managed. The interest rate is not guaranteed. We determine the interest rate from time to time based on the past investment performance, as well as future investment outlook of the assets of this fund. We may also make reference to the interest rates in the market.





Investment objective and strategy

Investment objective

The overall objective of investing the participating fund is to seek competitive returns over a medium to long term.

Investment strategy

We employ a rigorous and disciplined approach in determining strategic asset allocations which defines the nature of assets and how much we invest in. We monitor market positions carefully and frequently, and update our allocations when appropriate. In addition, we may complement our investment strategies with the use of derivatives and other financial agreements to manage liquidity, achieve an efficient portfolio management and effective risk management or pre-invest partially or fully expected future premiums to reduce the uncertainty of future investment earnings. From time to time we will review the investment strategies and asset allocations, and will modify them if necessary. We aim to ensure all guarantees are met while maintaining non-guaranteed return potential for the terminal dividend. We also assess factors such as risk tolerance, changes in market conditions and economic outlook in order to maintain an optimal portfolio.

Selection of assets

We maintain a robust asset portfolio for the participating funds by investing in a wide range of investments, primarily with exposure to the U.S. and Asia (including Hong Kong and Mainland China). Generally, we aim to match the currency of fixed income investments and the underlying policy currency denomination to the extent appropriate investments are available and acceptable. However, taking into consideration the aforementioned market constraints, we also invest in assets that are not denominated in the same currency as the underlying policies ("currency mismatch"). In such case, we may consider using derivatives to hedge the currency risk, and more broadly to ensure a proper matching between the assets and the policies. Some specific strategies may embed a currency mismatch as it may bring additional returns or be a source of diversification. We also aim at maintaining adequate liquidity with respect to the policies and an appropriate level of risk diversification.

Asset allocations

You can find the current initial target asset allocations below:

Asset Class[^]	Initial Allocation*
Reinsurance assets	70% - 90%
Growth assets	10% - 30%

[^] The growth assets allocation includes sub-asset classes like (a) listed equities, (b) private equities, (c) real estate and (d) hedge funds. The listed equity exposure may be obtained indirectly through derivatives. Moreover, there can be leverage embedded within the growth asset portfolio.

* There may be some holdings in cash. In addition, we may accept certain degree of deviation from the above targets across asset classes in order to manage the portfolio efficiently or to optimise the portfolio based on the prevailing market condition and views.

Once your premium is invested and allocated based on the initial target asset allocations above, the portfolio will not be rebalanced across reinsurance assets and growth assets. In other words, the asset allocation will drift over time depending on the investment performance in each asset class.

For more details, please refer to the relevant participating policy fact sheet which can be found at our website <https://www.axa.com.hk/participating-policy-fact-sheets> (for policies issued in Hong Kong) or <https://www.axa.com.mo/en/participating-policy-fact-sheets> (for policies issued in Macau).

For the fulfilment ratios and total value ratios of our participating life insurance plans, please refer to our website at <https://www.axa.com.hk/fulfilment-ratios-and-total-value-ratios> (for policies issued in Hong Kong) or <https://www.axa.com.mo/en/fulfilment-ratios-and-total-value-ratios> (for policies issued in Macau).

Policy currency

If your policy is denominated in a currency other than your local currency, you may face an exchange rate risk. Upon currency conversion, the amounts you receive and the premiums you pay may vary as a result of changes in exchange rate.

Early surrender

The policy is designed to be held for long term. Early surrender of the policy may result in a significant loss where you may get back considerably less than your premiums paid.

Inflation

The cost of living in the future is likely to be higher than it is today due to inflation. In case the actual rate of inflation is higher than expected, the purchasing power of the amounts you receive under the policy may be lower than expected.

Termination

The policy will automatically terminate upon the earliest occurrence of any of the following:

- (a) when the policy lapses, or is cancelled or surrendered;
- (b) on the death of the insured;
- (c) on the policy anniversary on or immediately following the insured's 138th birthday (whichever is earlier);
- (d) when the right of policy termination is exercised pursuant to the Cross-Border Provision of the policy; or
- (e) when the indebtedness equals to or exceeds the total of the cash value² and the value of the terminal dividend lock-in account of the policy.

Suicide exclusion

If the insured commits suicide within 1 year from the policy date, whether sane or insane, the death benefits will be limited to a refund of the total premiums paid.

If the insured commits suicide within 1 year from the date of any increase in the notional amount, whether sane or insane, such increase shall be deemed not to have taken effect entirely in determining the death benefits payable. The additional premium paid for the increase in the notional amount will be refunded.

Any indebtedness, previous withdrawals from the policy (including but not limited to any amount withdrawn from the terminal dividend lock-in account), and benefits paid or payable by us under the policy will be deducted from the death benefits.

Levy on insurance premium (Only applicable to policies issued in Hong Kong)

Levy collected by the Insurance Authority through the Company will be imposed on the policy at the applicable rate. Policyholders must pay the levy in order to avoid any legal consequences.

Rights of third parties

Applicable to policies issued in Hong Kong

The policy is excluded from the application of the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) ("TP Ordinance"). Any person or entity which is not a party to the policy shall have no rights under the TP Ordinance to enforce any terms of the policy.

Applicable to policies issued in Macau

Any person or entity which is not a party to the policy shall have no rights to enforce any terms of the policy.



U.S. Foreign Account Tax Compliance Act

Under the U.S. Foreign Account Tax Compliance Act (“FATCA”), a foreign financial institution (“FFI”) is required to report to the U.S. Internal Revenue Service (“IRS”) certain information on U.S. persons that hold accounts with that FFI outside the U.S. and to obtain their consent to the FFI passing that information to the IRS. An FFI which does not sign or agree to comply with the requirements of an agreement with the IRS (“FFI Agreement”) in respect of FATCA and / or who is not otherwise exempt from doing so (referred to as a “nonparticipating FFI”) will face a 30% withholding tax (“FATCA Withholding Tax”) on all “withholdable payments” (as defined under FATCA) derived from U.S. sources (initially including dividends, interest and certain derivative payments).

The U.S. and Hong Kong / Macau have signed an inter-governmental agreement (“IGA”) to facilitate compliance by FFIs in Hong Kong / Macau with FATCA and which creates a framework for Hong Kong / Macau FFIs to rely on streamlined due diligence procedures to (i) identify U.S. indicia, (ii) seek consent for disclosure from its U.S. policyholders and (iii) report relevant tax information of those policyholders to the IRS.

FATCA applies to the Company and this policy. The Company is a participating FFI. The Company is committed to complying with FATCA. To do so, the Company requires you to:

- (i) provide to the Company certain information including, as applicable, your U.S. identification details (e.g. name, address, the US federal taxpayer identifying numbers, etc.); and



- (ii) consent to the Company reporting this information and your account information (such as account balances, interest and dividend income and withdrawals) to the IRS.

If you fail to comply with these obligations (being a “Non-Compliant Accountholder”), the Company is required to report “aggregate information” of account balances, payment amounts and number of non-consenting US accounts to IRS.

The Company could, in certain circumstances, be required to impose FATCA Withholding Tax on payments made to, or which it makes from, your policy. Currently the only circumstances in which the Company may be required to do so are:

- (i) if the Inland Revenue Department of Hong Kong / Macau Government fails to exchange information with the IRS under IGA (and the relevant tax information exchange agreement between Hong Kong / Macau and the U.S.), in which case the Company may be required to deduct and withhold FATCA Withholding Tax on withholdable payments made to your policy and remit this to the IRS; and
- (ii) if you are (or any other account holder is) a nonparticipating FFI, in which case the Company may be required to deduct and withhold FATCA Withholding Tax on withholdable payments made to your policy and remit this to the IRS.

You should seek independent professional advice on the impact FATCA may have on you or your policy.



Remarks

1. "Up to age 138 / up to age 138" refers to the day before the maturity date (the maturity date is the policy anniversary on or immediately following the insured's 138th birthday, whichever is earlier).
2. The underlying cash value rate used to calculate the cash value is guaranteed by the Company. If there is any change in the notional amount, the corresponding cash value will be adjusted accordingly.
3. Only one application can be made within a policy year.
4. The Lock-in Amount in a policy year shall not be more than the maximum amount and shall not be less than the minimum amount as may be determined by the Company from time to time. Currently the maximum Lock-in Amount in a policy year is 10% of the latest value of the terminal dividend and the current minimum Lock-in Amount in a policy year is 1% of the latest value of the terminal dividend.

If there is any indebtedness under the policy, we will apply the Lock-in Amount to repay such indebtedness at our discretion up to an amount equivalent to the Lock-in Amount. The remaining balance of the Lock-in Amount (if any) after such repayment of indebtedness will be transferred to the terminal dividend lock-in account.

5. If you request to exercise the terminal dividend lock-in option, the Lock-in Amount to be transferred to the terminal dividend lock-in account will be determined based on the latest value of the terminal dividend which is the value as at the date of approval of your request. Such amount may be different to the amount of the terminal dividend indicated to you at the time you submit the request.
6. The Aggregate Maximum Lock-in Rate is currently 60% of the terminal dividend, which may be changed by the Company at its sole discretion from time to time.
7. No withdrawal from the terminal dividend lock-in account will be allowed if the amount of withdrawal is less than the minimum amount as may be determined by the Company from time to time.
8. The request for taking policy loan is subject to a minimum and a maximum amount requirements determined by the Company from time to time and the Company's approval. Interest will be charged on policy loans. The Company shall have the discretion to determine or change the interest rate from time to time. If any policy loans and / or interest accrued are not repaid, they will be deducted from any benefits (including without limitation the death benefit) and any monies payable under the policy.
9. Please contact your financial consultant for any other policy currency available and its respective minimum notional amount (if applicable).

Note: Unless otherwise specified, all ages mentioned in this product brochure refer to the age of the insured on his or her last birthday.

Grand Heritage II is underwritten by AXA China Region Insurance Company (Bermuda) Limited (Incorporated in Bermuda with limited liability) ("AXA", the "Company", or "we").

The plan is subject to the terms, conditions and exclusions of the relevant policy contract. AXA reserves the final right to approve any application. This product brochure contains general information only and does not constitute any contract between any parties and AXA. It is not a policy. For detailed terms, conditions and exclusions of the plan, please refer to the relevant policy contract, which will be made available by the Company upon request.

ABOUT AXA HONG KONG AND MACAU

AXA Hong Kong and Macau, a member of the AXA Group, prides itself on serving over 1.5 million customers¹ with our superior products and services. AXA is the top-tier life insurer in Hong Kong with the longest history² and is ranked No. 2 in insurance - life, health (stock) category worldwide³. In addition to being the No. 1 global Property & Casualty commercial lines insurer⁴, we are the No. 1 most considered insurance brand in Hong Kong⁵. We are also one of the largest health protection providers in Hong Kong and Macau.

AXA is one of the most diversified insurers, providing a full range of coverage for individual and commercial customers. We offer all-round, integrated solutions across Life, Health and Property & Casualty to address all of our customers' insurance needs.

As an innovative insurer, we leverage Big Data and AI to transform the customer experience end-to-end, making insurance simpler and more personal. We continue to drive innovation notably in health and protection, supporting customers in prevention, treatment and recovery.

We also believe it is our inherent responsibility to support the communities in which we operate. AXA Foundation is our flagship corporate social responsibility programme covering all our efforts in promoting holistic wellbeing and supporting the underprivileged to create a positive and lasting impact in the communities of Hong Kong and Macau.

¹ Including customers of AXA China Region Insurance Company Limited, AXA China Region Insurance Company (Bermuda) Limited (Incorporated in Bermuda with limited liability), and AXA General Insurance Hong Kong Limited

² Top tier insurers are defined based on the annualised premiums of Individual Direct New Business (Classes A to F) of Statistics on Hong Kong Long Term Insurance Business published by the Insurance Authority

³ 2020 Fortune Global 500

⁴ AXA Corporate Solutions, AXA Matrix Risk Consultants, AXA Insurance Company, and AXA Art with AXA XL's insurance and reinsurance operations combined

⁵ AXA Hong Kong Brand Preference Tracking Report 2019



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Grand Heritage II
Product brochure

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Find out more about **Grand Heritage II**

Hong Kong

Tel : (852) 2802 2812

Fax : (852) 2598 7623

www.axa.com.hk

Macau

Tel : (853) 8799 2812

Fax : (853) 2878 0022

www.axa.com.mo



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