

Additional Accidental Death Benefit

This Supplementary Benefit (i.e. Additional Accidental Death Benefit) forms part of the Policy. Should any provisions of this Supplementary Benefit be inconsistent with any provisions of the Policy, the former shall prevail for the purpose of this Supplementary Benefit. Definitions used in this Supplementary Benefit where defined in the Policy shall have the same meaning as in the Policy except where specifically provided for in this Supplementary Benefit.

1. Definitions

“Accidental Death” means death resulting directly and independently of all other causes, from bodily injury caused by an external and violent accident, and which does not result from any of the exceptions listed in section 3 below.

The accident resulting in death must occur while the Policy is in force. In addition, the death must occur within 90 days of the accident in order to constitute an “Accidental Death”.

“Registered Medical Practitioner” means any Medical Practitioner duly qualified and legally registered as such under the Medical Registration Ordinance of the Hong Kong Special Administrative Region or any amendment thereto, or otherwise authorised and entitled to practise western medicine in any other country as accepted by us in accordance with the laws of that country and who is other than the Life Insured or the Policyholder or a member of the Life Insured’s or the Policyholder’s immediate family.

2. Benefit

On the Life Insured’s Accidental Death, and subject to our receiving proof to our satisfaction of the Accidental Death, the benefit payable shall be 30% of Total Premiums Paid (at the date of death of Life Insured as defined in the Policy). This Supplementary Benefit is payable in addition to any Death Benefit due under the Policy.

3. Exceptions

No benefit will be paid if the death results directly or indirectly from any of the following:

- (a) suicide or trying to commit suicide, while sane or insane;
- (b) wilful self-inflicted injury;
- (c) engaging in hazardous sports (including but not limited to mountaineering necessitating the use of ropes or guides, pot-holing, parachuting, skin-diving or other underwater pastimes, winter sports, racing of any kind other than on foot, steeple chasing, polo), other than those stated in the application;
- (d) taking or absorbing, accidentally or otherwise, any drug, medicine, sedative or poison, except as prescribed by a Registered Medical Practitioner;
- (e) inhaling any gas or fumes, accidentally or otherwise, except accidentally in the course of duty;
- (f) physical or mental infirmity, or any disease;
- (g) committing or trying to commit a criminal offence;

- (h) war or any act incidental to war. The word "war" includes any war, declared or undeclared, including civil war and guerrilla war, or any other conflict involving any country's armed forces or any force of an international body;
- (i) service in the armed forces, or any auxiliary civilian force, of any country at war, or service in any force of an international body; or
- (j) entering, operating, or servicing, riding in or on, ascending or descending from any kind of device designed for flight in or beyond the earth's atmosphere except while the Life Insured is a passenger or air crew in an aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.

4. Claims

A claim must be made within 90 days of the Accidental Death of the Life Insured. If the claim is not made within that period, we will not be liable to pay the benefit unless it is shown that it was not reasonably possible to make such a claim within that time period, and that the claim was made as soon as was reasonably possible.

Termination of the Policy will not affect any claim for this Supplementary Benefit if the Accidental Death occurred before the termination of the Policy.

5. Termination

This Supplementary Benefit will automatically terminate from the earliest of the following dates:

- (a) if whenever applicable, this Policy terminates, expires, lapses, or is surrendered in accordance with the relevant provisions of this Policy;
- (b) on the payment of this Supplementary Benefit; and
- (c) on the Policy Anniversary at which the Life Insured's Insurance Age is eighty.

6. Rights of Third Parties

This Supplementary Benefit forms part of the Policy and no person other than you and us will have any rights to enforce the provisions of this Supplementary Benefit.