# HONG LEONG ASSURANCE BERHAD

## **ANNEXURE**

## ACCIDENTAL DEATH BENEFIT RIDER

This Accidental Death Benefit Rider ("this Rider") is an integral part of the Policy and shall be read as such only if the Annexure number is stated in the Policy Schedule or by an Endorsement to that effect. In the event that there is any inconsistency between the Basic Policy and this Rider, this Rider shall supersede the Basic Policy. Save as otherwise expressly provided herein, all capitalised terms not defined herein shall have the meanings attributable thereto in the Basic Policy. In consideration of the premium paid as shown in the Policy Schedule or an Endorsement to that effect, the Company issues this Rider.

#### **DEFINITION AND INTERPRETATION**

In this Rider, unless the context requires otherwise:

"Date of Birth" means the date of birth stated in the Policy Schedule or any Endorsement.

"Elevator" means a vertical transport vehicle powered by electric motor that moves people or goods between floors of a building;

"Expiry Date" means the date specified in the Policy Schedule or any Endorsement and beyond which the Rider will no longer be in force and effect if not earlier terminated in accordance with the provisions hereof;

"Overseas" means any jurisdiction outside Malaysia;

"Public Building" means a building, or a defined or enclosed place used or constructed or adapted to be used either ordinarily or occasionally as a church, chapel, mosque, temple or other place where public worship is or religious ceremonies are performed, not being merely a dwelling-house so used, or as a cinema, public hall, public concert room, public ballroom, public lecture room, or public exhibition room, terminus, or shopping arcade, or as a public place of assembly for persons admitted by ticket or otherwise, or used or constructed or adapted to be used either ordinarily or occasionally for any other public purpose;

"Rider Sum Assured" means the sum assured as stated in Policy Schedule or any Endorsement issued.

## (A) GRANT OF BENEFITS

While this Rider is in force and effect, the Company will pay the Benefit as stated below SUBJECT ALWAYS to the conditions contained in this Rider and any Endorsement. The Benefit payable under this Rider shall be in addition to the Benefit payable under the Basic Policy.

## 1. ACCIDENTAL DEATH BENEFIT

- 1.1 In the event that Life Assured suffers loss of life as a result of an Accident, the Company will pay an amount equivalent to one hundred per centum (100%) of Rider Sum Assured in one (1) lump sum to:
  - (a) the Policy Owner, if the Policy Owner and the Life Assured are different individuals; or
  - (b) if the Policy Owner and the Life Assured is the same individual, to the Nominee or if no nomination was made, to the Policy Owner's Legal Representative.
- 1.2 In addition to the benefit payable pursuant to Clause 1.1 above, the Company will pay an additional amount equivalent to:

- (a) one hundred per centum (100%) of Rider Sum Assured in one (1) lump sum if the Life Assured suffers loss of life as a result of an Accident while the Life Assured was traveling as a passenger in or on any mechanically propelled, public conveyance over established transportation routes on regular scheduled and registered fare paying passenger services, in an Elevator (excluding Elevators in mines and construction sites) or in consequence of the burning of Public Buildings; or
- (b) two hundred per centum (200%) of Rider Sum Assured in one (1) lump sum if the Life Assured suffers loss of life as a result of an Accident while in Overseas

to whoever applicable as stated in Clause 1.1 of Grant of Benefits Section.

1.3 The payment of this Benefit is SUBJECT TO and in accordance with the conditions set out below in this Rider.

## (B) CONDITIONS AND PRIVILEGES

## 1. ACCIDENTAL DEATH BENEFIT

## 1.1 BENEFIT PAYMENT

1.1.1 While this Rider is still in force and effect, upon receipt of the proof of death on the Life Assured due to accidental causes, Accidental Death Benefit as defined in Clause 1 of Grant of Benefits Section will be payable in one (1) lump sum.

## 1.2 NOTIFICATION

1.2.1 Notification of a claim for the Accidental Death Benefit shall be given in writing to the Company as soon as reasonably practicable after the death of the Life Assured.

## 1.3 CONDITIONS FOR PAYMENT

- 1.3.1 Before any payment of the Accidental Death Benefit, the following conditions must be fulfilled to the Company's satisfaction:
  - (a) the Company shall be entitled to deduct any charges due and owing to the Company;
  - (b) the production of proof to the satisfaction of the Company of the date of birth of the Life Assured and the death of the Life Assured and of the circumstances giving rise to the death of the Life Assured, procured at the sole expense of the Policy Owner or the person or persons claiming payment; and
  - (c) the production of a copy of this Policy and all documents considered necessary by the Company to prove the title of the person claiming payment.

## 1.4 RENEWABILITY OPTION

- 1.4.1 Upon the end of the Rider Year, the Rider will automatically be renewed every subsequent year without evidence of insurability subject to the condition that:
  - (a) the Life Assured has yet to attain the age of sixty-one (61) on the Renewal Date of Rider; and
  - (b) this product is still offered by the Company at the time of renewal.

- 1.4.2 The premium charged upon renewal shall be determined by the Company based on the Life Assured's age, gender, occupation class and/ or any factors of premium structure related to the policy on the Renewal Date.
- 1.4.3 Policy Owner who does not want to exercise this option shall notify the Company at least thirty (30) days prior to the end of the Rider Year.

## 1.5 EXCLUSIONS

- 1.5.1 The Accidental Death Benefit shall not be payable if is caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:
  - (a) Flying or taking part in any aerial activities except where traveling in an aircraft as a fare-paying passenger on a regularly scheduled flight of a commercial airline and not as aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
  - (b) Self-inflicted Injury, suicide or attempted suicide, provoked murder or assault or being under the influence of drugs/ narcotics/ alcohol of any kind;
  - (c) Engaging in or taking part in professional or semi-professional sports;
  - (d) Engaging in racing of any kind (other than on foot), mountain or rock climbing necessitating the use of ropes or guides, winter sports, underwater pastimes, water skiing, football, polo, hunting, show jumping, caving, potholing, boxing or wrestling;
  - (e) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military or usurped power;
  - (f) Direct participation in strikes, riots, rebellion, revolution, civil commotion or insurrection;
  - (g) Active duty in the armed forces (whether voluntary or otherwise);
  - (h) Sickness or disease of any kind caused by or infected by or in any way attributed to virus, parasite, bacteria or any micro-organism including where the virus, parasite, bacteria or micro-organism is introduced and/ or caused by bites of insects or is sexually transmitted;
  - (i) Committing or attempting to commit any unlawful act;
  - (j) Any Injuries as a result of the mental disorder;
  - (k) Miscarriage or any complications related to the same; or
  - (l) Any dental treatment unless necessitated by Injury covered under this Rider.

## 1.6 RIDER TO CEASE UPON PAYMENT

1.6.1 For the avoidance of doubt, it is hereby declared and agreed that this Rider will cease to be in force and shall terminate upon approval of any claims under the Accidental Death Benefit provision under this Rider.

## (C) CANCELLATION OF RIDER

This Rider may be cancelled by the Policy Owner at any time by giving a written notice to the Company. The cancellation will take effect on the Rider Anniversary Date following the notice.

## (D) CHANGE IN RISK

The Policy Owner shall give immediate notice in writing to the Company of any material change in Life Assured's occupation, business, duties or pursuits and pay any additional premium that may be required by the Company. All Benefit under this Rider shall be forfeited if there shall have been any change in the circumstances which may increase the risk unless notice of such change shall have been given to the Company and their written consent to continue the insurance shall have been obtained.

## (E) TERMINATION

This Rider shall automatically terminate upon the occurrence of any of the following, whichever may occur first:

- (a) on the day after the Expiry Date of this Rider, subject to Clause 1.4 of Conditions and Privileges Section:
- (b) the Basic Policy lapses, matures, expires, is cancelled, is surrendered or is otherwise terminated for any other reason; or
- (c) upon an approved claim of this Rider by the Company.

# (F) NON-PARTICIPATING

This Rider does not carry with it the right to share in the divisible profits of the Company.

"If there is any conflict or inconsistency between any of the contents of this document with any other documents (if any), the contents of this document shall prevail."