

HONG LEONG ASSURANCE BERHAD

ANNEXURE

ACCIDENTAL TOTAL AND PERMANENT DISABILITY RIDER

This Accidental Total and Permanent Disability 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 the 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;

“Hospital” means only an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:

- (a) has facilities for diagnosis and major surgery,
- (b) provides twenty-four (24) hour a day nursing services by registered and graduate nurses,
- (c) is under the supervision of a Physician, and
- (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for aged or similar establishment;

“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.

(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 TOTAL AND PERMANENT DISABILITY BENEFIT

- 1.1. If the Life Assured suffers Disability as a result of an Accident within three hundred and sixty-five (365) days from the occurrence of the Accident, the Company will pay to the Policy Owner

an amount equivalent to one hundred per centum (100%) of Rider Sum Assured in one (1) lump sum upon the first occurrence of any of the Disability as stated below:

- (a) Loss of both limbs;
- (b) Loss of both hands, or of all fingers and both thumbs;
- (c) Loss of arm at shoulder;
- (d) Loss of arm between shoulder and elbow;
- (e) Loss of arm at elbow;
- (f) Loss of arm between elbow and wrist;
- (g) Loss of hand at wrist;
- (h) Loss of leg at hip;
- (i) Loss of leg between knee and hip;
- (j) Loss of leg below knee;
- (k) Loss of whole eye;
- (l) Loss of sight of one or both eyes;
- (m) Total paralysis;
- (n) Permanent total loss of speech and hearing;
- (o) Permanent and incurable insanity;
- (p) Injuries resulting in being permanently bedridden; or
- (q) Any other injuries causing Total and Permanent Disability.

Loss above shall mean the permanent loss of use or loss by severance, whenever is applicable.

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 any Disability stated in Clause 1.1 above due to 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 any Disability stated in Clause 1.1 above due to Accident 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 in this Rider.

(B) CONDITIONS AND PRIVILEGES

1. ACCIDENTAL TOTAL AND PERMANENT DISABILITY BENEFIT

1.1. BENEFIT PAYMENT

1.1.1. While this Rider is in force and effect, if the Life Assured suffers a Disability as a result of an Accident within three hundred and sixty five (365) days from the occurrence of the Accident, the Company will pay an amount as defined in Clause 1 of Grant of Benefits Section.

1.2. DEFINITION OF TOTAL AND PERMANENT DISABILITY

1.2.1. For the purposes of this Rider prior to the Life Assured attaining the age of sixteen (16) years, AND NOTWITHSTANDING any other definition which may be found elsewhere, "TPD" means a Disability which:

- (1) is total and permanent;
- (2) did not exist at the Issue Date, Alteration Effective Date, Date of Birth or at any Reinstatement Date of this Rider; AND
- (3) if the Life Assured at such Disability date and at any time thereafter needs constant care and attention and is confined by reason of Accident to his home under medical supervision or in a Hospital or similar institution;

1.2.2. For the purposes of this Rider after the Life Assured has attained the age of sixteen (16) years and if employed at the time of Accident, AND NOTWITHSTANDING any other definition which may be found elsewhere, "TPD" means a Disability which:

- (1) is total and permanent;
- (2) did not exist at the Issue Date, Alteration Effective Date, Date of Birth or at any Reinstatement Date of this Rider; AND
- (3) is the sole cause of the person suffering such TPD having no prospect (both then and at any time thereafter) of doing or following any work, business, occupation or profession, including but not limited to:
 - (i) any work, business, occupation or profession whatsoever which the person was not engaged in prior to such TPD; and
 - (ii) any work, business, occupation or profession involving any activity forming any part of any work, business, occupation or profession which the person was engaged in prior to such TPD;

to earn or to obtain any wages, compensation or profit.

1.2.3. For the purposes of this Rider after the Life Assured has attained the age of sixteen (16) years and if not employed at the time of Accident, AND NOTWITHSTANDING any other definition which may be found elsewhere, "TPD" means a Disability which:

- (1) is total and permanent;
- (2) did not exist at the Issue Date, Alteration Effective Date, Date of Birth or at any Reinstatement Date of this Rider; AND
- (3) is the sole cause of the person suffering such TPD resulting in inability to perform three (3) or more of the following Activities of Daily Living:
 - (a) Transfer
Getting in and out of a chair without requiring physical assistance.
 - (b) Mobility
The ability to move from room to room without requiring any physical assistance.
 - (c) Continence
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
 - (d) Dressing

Putting on and taking off all necessary items of clothing without requiring assistance of another person.

(e) Bathing/ Washing

The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.

(f) Eating

All tasks of getting food into the body once it has been prepared.

1.2.4. Such Disability must be evidenced for a minimum period of six (6) consecutive months.

1.3. NOTIFICATION

1.3.1. Immediately upon the occurrence of a TPD, full particulars thereof must forthwith be notified in writing to the Company together with the then address and whereabouts of the Life Assured.

1.4. CONDITIONS FOR PAYMENT

1.4.1. Before the Company makes any Accidental Total And Permanent Disability Benefit payment, the following conditions must be fulfilled to the Company's satisfaction:

- (a) The Company shall be entitled to deduct any charges or amount due and owing to the Company under this policy;
- (b) The Policy Owner or any responsible person on behalf of the Policy Owner shall supply the Company all information assistance and documents within the knowledge or possession of the Policy Owner or such other person or of any person on behalf of them or either of them, necessary for the purpose of dealing with the claim by or on behalf of and at the expense of the Policy Owner. Such further evidence as the Company may reasonably require shall also be supplied in the same manner for the purpose of substantiating any claim under this provision;
- (c) The Life Assured agrees to be examined by a Medical Practitioner or Physician engaged by the Company in respect of any alleged Disability in the manner and at the times such Medical Practitioner or Physician may specify;
- (d) On the occurrence of any event which may give rise to a claim under this provision the Life Assured shall within two (2) weeks be attended by a Medical Practitioner and within seven (7) days upon request shall supply to the Company at the expense of the Policy Owner a medical report by Medical Practitioner stating the Injury, the nature and extent of the Injury and any other material facts relating to the Disability as the Company may reasonably require;
- (e) The production of proof to the reasonable satisfaction of the Company of the Date of Birth of the Life Assured and the circumstances giving rise to the Disability of the Life Assured, procured at the sole expense of the Policy Owner or the person claiming payment.
- (f) 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;

- (g) It is a condition precedent to any payment pursuant to this section that the original Policy and all other documents, if any, insuring the Life Assured and already issued by the Company providing a Benefit for Disability be produced at the head office of the Company for Endorsement by the Company, whenever applicable;
- (h) If there is a failure to comply with any one (1) of the aforesaid conditions, no claim on account of any alleged Disability or for any payment hereunder shall arise or be made or be enforceable against the Company.

1.5. RENEWABILITY OPTION

- 1.5.1. 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.
- 1.5.2. 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.
- 1.5.3. 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.

1.6. EXCLUSIONS

- 1.6.1. The Accidental Total And Permanent Disability 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, pot-holing, 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.

1.7. RIDER TO CEASE UPON PAYMENT

- 1.7.1. For the avoidance of doubt, it is hereby declared and agreed that this Rider will cease to be in force and shall terminate upon the payment of the Accidental Total and Permanent Disability Benefit 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 1.5 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."