

SUPPLEMENTARY BENEFIT ACCIDENTAL DEATH BENEFIT

This Supplementary Benefit (i.e. 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 exclusions listed in provision 3 below.

The accident resulting in death must occur while this Policy and this Supplementary Benefit are in force. In addition, if an accident results in death, such death must occur within ninety (90) days following the accident in order to constitute an “Accidental Death”.

“Registered Doctor” means a person duly qualified and legally registered as such in the Hong Kong SAR and should a claim occur outside of the Hong Kong SAR shall mean a practitioner of western medicine who is duly registered as such under the laws of that jurisdiction in which the claim arises, but excluding the Life Insured, Policyholder, Beneficiary(ies), Life Insured's or Policyholder's business partner, employer, employee, insurance agent, parents, brothers, sisters, spouse or children unless approved by the Company in writing.

2. BENEFIT

In the event of the Life Insured's Accidental Death before the 2nd Policy Anniversary, and subject to our receiving proof to our satisfaction of the Accidental Death, we will pay this Supplementary Benefit equals to ten percent (10%) of Total Premiums Paid of the Basic Plan up to the date of death of the Life Insured, less any Indebtedness. This Supplementary Benefit is payable in addition to any Death Benefit due under the Policy.

3. EXCLUSIONS

No benefit will be paid if Accidental 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, scuba-diving or other underwater pastimes, winter sports, steeple chasing, polo or racing of any kind other than on foot), and 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 Doctor;

附加保障 意外身故保障

本附加保障(即意外身故保障)構成本保單的一部分。如本附加保障的任何條款與保單的任何條款出現分歧，就本附加保障而言，一概以本附加保障的條款為準。本附加保障中使用的定義詞語若已在保單中作出定義，其含意應與保單的定義相同，但本附加保障特別規定者則除外。

1. 定義

「**意外身故**」指因外來及性質猛烈的意外，導致身體受傷而直接引致身故，且與任何其他起因無關，亦不包括在下列第3項條款所列的不保事項。

引致身故的意外必須在本保單及本附加保障生效期內發生。此外，若因意外導致身故，這樣的身故必須在意外後的九十(90)日內發生，方可構成「意外身故」。

「**註冊醫生**」指具有正式有關資格並在香港特別行政區依法註冊為此身份的人士。若在香港特別行政區以外地方提出索償，所指人士為根據提出索償的司法管轄區法律所正式註冊西醫。除本公司書面核准之外，所指人士並不包括受保人、保單持有人、受益人、受保人或保單持有人的商業合伙人、僱主、員工、保險代理人、父母、兄弟、姊妹、配偶或子女。

2. 利益

若受保人於第2個保單周年日之前意外身故，在本公司接獲有關意外身故的合理證明後，本公司將賠償本附加保障相等於至受保人身故日時就基本計劃已繳總保費之百分之十(10%)，再扣除任何債項。此附加保障乃保單之下須付的任何身故保障以外所支付的賠償。

3. 不保事項

若意外身故乃直接或間接因下列任何情況引致，本公司將不會作出保障：

- (a) 在不論神智是否清醒的情況下自殺或企圖自殺；
- (b) 蓄意自我傷殘；
- (c) 參與危險性運動(包括但不限於必須使用繩子或嚮導的爬山活動、地底岩洞探險、跳傘、潛水或其他水下活動、冬季運動、越野賽跑、打馬球或任何運用足部以外的競賽)，在申請書已聲明者除外；
- (d) 意外或非意外地服食或吸食任何毒品、藥物、鎮靜劑或毒藥，但由註冊醫生處方者除外；

- (e) inhaling any gas or fumes, accidentally or otherwise, except accidentally in course of duty;
- (f) insanity or mental infirmity or mental 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 or territory's armed forces or any force of an international body;
- (i) service in the armed forces, or any auxiliary civilian force, of any country or territory 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 ninety (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 this Supplementary Benefit unless it is shown that it was not reasonably practicable to make such a claim within that time period, and that the claim was made as soon as was reasonably practicable.

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

If the Accidental Death occurred during the Grace Period following the due date of a premium in default, the overdue premium must be paid before any claim can be settled.

5. TERMINATION

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

- (a) if whenever applicable, when this Policy terminates, expires, lapses, becomes void, is cancelled or is surrendered in accordance with the relevant provisions of this Policy;
- (b) on the Benefit Cessation Date of this Supplementary Benefit as specified in Policy Schedule 1; or
- (c) upon payout of this Supplementary Benefit.

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.

- (e) 意外或非意外地吸入任何氣體或煙氣，但在執行職務時意外地吸入者除外；
- (f) 神經失常或患有精神虛弱或精神病；
- (g) 觸犯或企圖觸犯刑事罪行；
- (h) 戰爭或由戰爭引起的任何行動。「戰爭」一詞，包括任何已宣布與否的戰爭，包括內戰及游擊戰，或涉及任何國家或地區武裝部隊或國際組織部隊之任何其他衝突；
- (i) 在任何處於戰爭狀態國家或地區的武裝部隊或任何輔助文職部隊中服役；或在國際組織的任何部隊中服役；或
- (j) 如受保人進入、操作、服務、乘搭於任何設計於地球大氣層內或外飛行之航運工具，或受保人自其上升或下降，但受保人以乘客或機艙服務員之身份乘搭商業航空公司經營之固定航線除外。

4. 索償

申請賠償必須在受保人意外身故後的九十(90)日內提出，若索償不在上述期間提出申請，本公司將不負責支付本附加保障賠償。除非有合理原因證明無法在該段期間內提出索償，及已在合理的情況下盡早申索。

如任何意外身故在本保單的基本計劃終止前發生，對本附加保障的索償，將不受本保單的終止所影響。

如意外身故於保費到期日後並於寬限期內發生，有關之應繳保費須於支付有關賠償前繳清。

5. 保障終止

本附加保障將於下列情況下(以較早者為準)自動終止：

- (a) 在適用的情況下，如本保單按照本保單有關條款終止、到期、失效、變成無效、取消或退保；
- (b) 於保單附表1列明本附加保障的保障終止日；或
- (c) 當已支付此本附加保障時。

6. 第三者權益

本附加保障構成本保單的一部分。除閣下及本公司以外，並無其他人士有權強制執行本附加保障的條款。