

Provie Free Accidental Death Benefit Rider

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1 **Definitions**

Accident – a sudden, unforeseen and unexpected event or series of events of violent, external and visible nature which causes external bodily injury directly resulting in the death of the Insured while this Policy is in force, and is not related, directly or indirectly, to the person's state of mental or physical health before the event. For the purpose of this Rider, an Accident does not include:

1. a disease or infection, unless that disease or infection occurs due to an accidental cut or wound; or
2. Suicide or an intentional, self-inflicted act by the Insured, while sane or insane and while intoxicated or not.

Basic Policy – the Provie Insurance Plan to which this Rider is attached.

Expiry Date - the Policy Anniversary immediately preceding the sixty-sixth (66th) birthday of the Insured.

Independent Person – a person other than:

- (i) the Policy Owner or the Insured;
- (ii) a Family Member of the Policy Owner or the Insured;
- (iii) a business partner of the Policy Owner or the Insured;
- (iv) the employer or employee of the Policy Owner or the Insured;
- (v) an insurance agent of the Company;
- (vi) an insurance representative of the Policy Owner or the Insured;

unless approved in advance by the Company in writing.

Insured – the person specified as such in the Policy Schedule whose life is insured under the Basic Policy.

Medical Practitioner – an Independent Person who is not the Insured and who is acceptable to the Company, who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise with equivalent qualifications and legally authorized to practice western medical and surgical services in accordance with the laws of the location in which the services are provided.

Policy Date - the date on which coverage under this Rider becomes effective. If this Rider is attached to the Basic Policy at the time the Basic Policy is issued, the Policy Date is the Policy Date as shown in the Policy Schedule.

Suicide – the act or instance of taking one's own life voluntarily and intentionally.

2 General Provisions

2.1 The Rider

This Rider and any documents referred to (including the application for this Rider, any medical evidence, written statements and declarations furnished as evidence of insurability) form part of the Basic Policy and are to be read together as if they are the same document. Unless otherwise provided in this Rider, all definitions, terms, conditions and provisions of the Basic Policy will apply to this Rider. In the event of any inconsistency between the terms and conditions and provisions of the Basic Policy and this Rider, this Rider shall prevail.

This Rider is issued in consideration of the application and payment of premiums (if any) as set out in the Policy Schedule.

All statements made by or for the Insured and/or the Policy Owner shall be considered representations and not warranties.

2.2 Alterations

No alterations in the terms and conditions and provisions of this Rider will be valid unless specified in a written Endorsement to this Rider and signed by an officer so authorized by the Company. No agent or other persons have the authority to change or waive any provision of this Rider.

2.3 Assignment

No assignee under the Basic Policy has any right to receive a benefit payable under this Rider.

2.4 Incontestability

The Incontestability provision of the Basic Policy does not apply to this Rider.

3 Premiums Provisions

3.1 Premiums

The Policy Schedule will specify whether the premium(s) payable under the Basic Policy will be One-off Premium or Regular Premium. No separate premium is payable for this Rider.

4 Account Value Provisions

4.1 Account Value

The determination of the Account Value for the purposes of this Rider is calculated pursuant to clause 4 of the Basic Policy.

5 Benefit Provisions

5.1 Accidental Death Benefit

While the Basic Policy is in force and subject to the other terms of the Basic Policy, in the event of the Accidental death of the Insured, the Company will pay a lump sum additional benefit of the lesser of:

- (i) five hundred percent (500%) of the Account Value to the Beneficiary as an Accidental Death Benefit, or
- (ii) HK\$12,000,000/US\$1,500,000 per Insured life under all Policies of this plan;

provided that:

- 1. the death of the Insured is caused directly and solely by an Accident; and
- 2. the death of the Insured occurs within 180 days from date of the Accident; and
- 3. the Accident takes place before the Policy Anniversary immediately preceding the sixty-sixth (66th) birthday of the Insured.

The Accidental Death Benefit will be calculated based on the Account Value as at the date the death claim is received by the Company (as determined according to the Company's applicable claims policies and procedures).

In the event the death of the Insured is caused directly or indirectly from the consumption or influence of alcohol, chemicals or drugs (unless the drugs have been consumed in accordance with the lawful directions and prescription of a Medical Practitioner), the maximum amount the Company will pay under this benefit will be HK\$1,000,000/US\$125,000 per Insured life under all "Provie Insurance Plan" policies issued by the Company.

No Accidental Death Benefit shall be paid where the death of the Insured is caused directly or indirectly from any of the following:

- 1. Catastrophic events of any natural disaster, nuclear radiation, contamination, radioactive gas, war or any act of war (whether declared or not), any act of terrorism, rebellion, insurrection or hostilities.
- 2. The wilful participation of the Insured, Policy Owner or Beneficiary in an illegal or unlawful act.

5.2 No interest on Benefits

The benefit payable under this Rider does not carry any interest.

6 Termination Provisions

This Rider will terminate on the earliest of the following:

1. The death of Insured.
2. The Expiry Date of the Rider.
3. The date the Basic Policy is surrendered. Such date is determined in accordance with the Company's applicable rules and regulations in relation to Policy surrender.
4. The date the Basic Policy is otherwise terminated.
5. When the Account Value is less than zero.

7 Rider Settlement Provisions

Payment by the Company of the benefit under this Rider is subject to the following requirements being met to the satisfaction of the Company:

- (i) production of the Basic Policy and this Rider;
- (ii) production of evidence of the legal entitlement of the person or persons claiming payment;
- (iii) production of evidence of the death of the Insured upon which the benefit of the Rider becomes payable;
- (iv) production of evidence of the date of birth of the Insured; and
- (v) completion of all relevant forms required by the Company.

The Company reserves the right to call for any other document(s).

The receipt of the Rider proceeds by the payee will constitute full and final discharge of all the Company's obligations under this Rider and will be conclusive evidence that all claims under this Rider have been duly satisfied.