PA Supreme

WHEREAS the Insured by an application which shall be the basis of this contract and is deemed to be incorporated herein has applied to Overseas Assurance Corporation Ltd (hereinafter called the Corporation) for the insurance hereinafter contained in respect of each Insured Person named in the Schedule hereto.

In consideration of the payment of premium and subject to the terms, exceptions and conditions contained herein or endorsed hereon, the Corporation hereby insures the person named in the Schedule and agrees to pay compensation for loss to the extent herein provided.

The Corporation will, on receipt and approval of proofs, pay the Insured or in the event of the death of the Insured to the Insured’s legal representative(s), the benefits in this Policy.

DEFINITIONS

Wherever the following words are used in this Policy or in the Schedule they shall have the meanings given below:

Insured shall mean the person named in the Schedule.

Insured Person(s) shall mean the Insured Person named in the Schedule and shall include the Insured and/or his legally married spouse and/or child(ren).

Accident shall mean an event which is caused by violent, accidental, external and visible means.

Bodily Injury shall mean disablement or bodily injury sustained by an Insured Person during the Policy Period and is caused by an Accident solely, directly and independently of all other causes within three hundred and sixty-five (365) days from the date of such Accident.

Child shall mean legally dependant child of the Insured (including a stepchild/a legally adopted child) who is during the period of insurance:

a) wholly dependant on the Insured for financial support and not gainfully employed in any way;

b) unmarried;

c) between the age of one (1) to eighteen (18) years old or up to twenty-five (25) years old if studying full-time in a recognized institution.

Physician shall mean any physician qualified by degree in western medicine who is legally licensed and qualified to practice medicine and surgery and authorized in the geographical area of his practice.

Hospital shall mean an establishment constituted and registered as a hospital for the care and treatment of sick and injured persons as bed-paying patients which:

a) has facilities for diagnosis and major surgery, provides twenty-four (24) hours a day nursing services by registered graduate nurses and is under the constant supervision of a Physician;

b) is not a community hospital, clinic, an alcoholic or drug rehabilitation centre, a nursing, rest or convalescent home, a spa or a hydroclinic or similar establishment.

Permanent Disablement shall mean any Permanent Disablement as stated in the Table of Benefits which is of a total and permanent nature.

Permanent Total Disablement shall mean total paralysis or permanently bedridden or if the Insured Person is under the age of sixty-five (65) years old, the Insured Person must be so disabled that he will be unable to perform any work, profession, occupation:

a) for at least twelve (12) consecutive months; and

b) in the opinion of the attending Physician, at any time afterwards, to earn or obtain any wages, remuneration or profit.

Loss of Use shall mean total functional disablement and is treated like the loss of the said limb or organ.

Loss of Limb shall mean loss by complete physical severance of a hand at or above the wrist or a foot at or above the ankle.

Loss of Sight shall mean total and irrecoverable loss of sight as certified by a qualified Physician.

Loss of Hearing shall mean total and irrecoverable loss of hearing as certified by a qualified Physician.

Loss of Speech shall mean total and irrecoverable loss of speech as certified by a qualified Physician.

Medical Expenses shall mean expenses incurred within three hundred and sixty-five (365) days of sustaining Bodily Injury for medical and surgical treatment by a Physician, for hospitalisation or for employment of a trained nurse including expenses for ambulance hire which is actual, medically necessary and reasonable and customary for such treatment or services. Medical Expenses exclude the expenses incurred for treatment provided by a family member of the Insured Person or self-treatment by an Insured Person including the prescription of drugs and the consequences of such treatment.
Temporary Disablement shall mean the period which is certified by a qualified Physician in medical certificate(s) that the Insured Person is temporarily and continuously not able to perform each and every duty pertaining to his occupation or his ordinary business profession.

Personal Effects and Belongings shall mean articles or accessories hand carried or worn by the Insured Person but excluding jewellery items, mobile phone, pager, portable computer/PDAs and the like, camera and video equipment.

**BENEFITS**

**BENEFIT A - DEATH AND PERMANENT DISABLEMENT**

The Corporation shall pay the Insured, up to the percentage of Capital Sum Insured as specified in the Table of Benefits below if the Insured Person sustains Bodily Injury as a result of an Accident during the Policy Period and within three hundred and sixty-five (365) days of the Accident results in Death or Permanent Disablement.

**TABLE OF BENEFITS % OF CAPITAL SUM INSURED**

1. Death 100%
2. Permanent Total Disablement 150%
   **Other Permanent Disablement**
3. Loss of or the permanent total loss of use of two limbs 150%
4. Loss of or the permanent total loss of use of one limb 125%
5. Total loss of sight of both eyes 150%
6. Total loss of sight of one eye 100%
7. Loss of or the permanent total loss of use of one limb and loss of sight of one eye 150%
8. Loss of speech and hearing 150%
9. Loss of hearing 75%
   • both ears 25%
   • one ear
10. Loss of speech 50%
11. Loss of lens in one eye 50%
12. Loss of or the permanent total loss of use of thumb and four fingers of one hand 75%
13. Loss of or the permanent loss of use of 4 fingers of one hand 40%
14. Loss of or the permanent total loss of use of thumb 30%
   • two phalanges 15%
   • one phalanx
15. Loss of or the permanent total loss of use of index finger 10%
   • three phalanges 8%
   • two phalanges 6%
16. Loss of or the permanent total loss of use of other finger 5%
   • three phalanges 4%
   • two phalanges 2%
17. Loss of or the permanent total loss of use of toes 15%
   • all toes of one foot 5%
   • big toe – two phalanges 3%
   • big toe – one phalanx 1%
18. Shortening of leg by at least 5cm 7.5%
19. Third Degree Burns

**Damage as a % of Total Body Surface Area**

- **Head**
  • equal to or greater than 2% 20%
  - but less than 5% 25%
  - equal to or greater than 5% 50%

- **Body**
  • equal to or greater than 10% 20%
  - but less than 15% 25%
  - equal to or greater than 15% 50%

The total compensation payable under Benefit A is up to and not more than 150% of the Capital Sum Insured. Should Death (under item 1 of Table of Benefits) occur after any payment has been made under Benefit A, the Corporation shall pay 100% of the Capital Sum Insured less any payment previously made cumulatively for items 2 to 19. If total payment previously made cumulatively for items 2 to 19 exceeds 100% of the Capital Sum Insured, no further payment shall be payable upon Death.

**BENEFIT B - TEMPORARY DISABLEMENT**

The Corporation shall pay a weekly benefit as per limit stated in the Schedule up to one hundred and four (104) weeks in the aggregate if such Bodily Injury shall, within twenty-one (21) days from the date of the Accident give rise to a claim for Temporary Disablement under this Policy. No benefits under the Temporary Disablement shall be payable:

a) in respect of any one injury for more than one hundred and four (104) weeks from the date of Bodily Injury;

b) for any period of disablement subsequent to the benefits becoming payable under Permanent Disablement Benefit.

The Corporation reserves the right to request for a medical examiner’s report after every four (4) weeks of benefits payment, whether such duration of benefits is continuous or otherwise.

**BENEFIT C - DAILY HOSPITAL ALLOWANCE**

The Corporation shall pay Daily Hospital Allowance benefit as per limit specified in the Schedule for each day of hospitalisation up to the maximum of ninety (90) days if the Insured Person is necessarily confined in a Hospital due to any Bodily Injury. Provided that the Insured Person must be hospitalised within seven (7) days after the occurrence of the Accident.
The Daily Hospital Allowance Benefit shall be paid for each complete day twenty-four (24) hours of Confinement from the first day of Confinement, and provided that:

a) the Confinement must be considered medically necessary by a qualified Physician in his professional capability;

b) the successive periods of Confinement due to the same or a related cause shall be considered as one Bodily Injury unless their occurrences are separated by at least sixty (60) days during which the Insured Person is not at any time confined to a Hospital.

BENEFIT D - MEDICAL EXPENSES

The Corporation shall reimburse the Insured Person the Medical Expenses incurred arising from Bodily Injury up to the benefit limit as specified in the Schedule.

BENEFIT E - MEDICAL EXPENSES ON CHINESE PHYSICIAN

The Corporation shall reimburse medical expenses incurred reasonably and necessarily on treatment by a registered chinese physician, herbalist, acupuncturist and bonesetter arising from Bodily Injury up to a maximum of $150 each and every accident excluding the first $50.

BENEFIT F – MOBILITY AID

Where arising out of an Accident, the Insured Person suffers Permanent Disablement and requires the assistance of mobility aid or wheelchair, the Corporation shall reimburse the costs of purchasing such equipment up to the limit of $1,000 for any one Accident or Policy Period.

BENEFIT G – PERSONAL EFFECTS AND BELONGINGS

The Corporation shall pay up to the limit specified for any one Accident or Policy Period the cost of repair or replacement less an allowance for the age and condition of the Insured Person's Personal Effects and Belongings damaged in an Accident provided the Bodily Injury is sustained and valid claim is made under Benefit A, B, C or D for the same Accident.

BENEFIT H – EVACUATION AND REPATRIATION SERVICES

Emergency Medical Evacuation

The Corporation shall reimburse all expenses for emergency medical evacuation, up to the maximum limit specified in the Schedule for any one Accident and per Policy Period as a result of Bodily Injury sustained by the Insured Person whilst overseas and if in the opinion of International SOS Pte Ltd or their authorized representative(s) (hereafter called SOS) is judged medically appropriate to move/evacuate the Insured Person to another location for medical treatment, or return to The Republic of Singapore. SOS shall arrange and make all decisions as to the means of evacuation and the final destination which is best suited, based on the medical severity of the Insured Person’s condition. The Corporation shall also pay for expenses which are medically necessary and unavoidably incurred to return the Insured Person to The Republic of Singapore, following an emergency medical evacuation to a place outside The Republic of Singapore.

The only expenses payable are expenses for services provided and/or arranged by SOS for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of the Insured Person. The Corporation shall not be liable to pay any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled trip overseas.

Repatriation of Mortal Remains

In the event that the Insured Person dies within thirty (30) days from the date of the Bodily Injury sustained whilst overseas, the Corporation shall reimburse the expenses, up to the maximum limit specified in the Schedule necessary for transporting the Insured Person’s mortal remains from the place of death to The Republic of Singapore or the cost of local burial at the place of death. SOS shall arrange and make all decisions for such repatriation.

The Corporation shall not be liable to pay any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled trip overseas.

BENEFIT I - FUNERAL EXPENSES

The Corporation shall pay $3,000 for funeral expenses upon the Accidental Death of the Insured Person.

EXTENSIONS

1. Terrorism

Notwithstanding General Exclusion 1, Benefit A of this Policy is extended to cover against terrorism up to the limit specified in the Schedule subject to a maximum limit of $300,000 per Insured Person but excluding injury or losses resulting directly or indirectly from, attributed to or accelerated by the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this clause:

a) Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

b) Utilisation of Nuclear weapons of mass destruction means the use of any explosives, nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
6. Disappearance Clause

If the Insured Person disappears during the currency of this insurance and his body is not found within three hundred and sixty-five (365) days after his disappearance and sufficient evidence is produced satisfactorily to the Corporation that leads the Corporation inevitably to the conclusion that he sustained Bodily Injury and that such injury caused his Death. The Corporation shall pay the Death benefit under this insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Corporation if the Insured Person is subsequently found to be living.

d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

7. Suffocation by Smoke, Poisonous Fumes, Gas & Drowning

In the event that the Insured Person suffers Death or sustains Bodily Injury caused by suffocation by smoke, poisonous fumes, gas or drowning, the Corporation will pay the amount appropriate to the Benefits as stated in the Table of Benefits, provided such event does not arise as a result of the Insured Person’s wilful and intentional act.

8. Unscheduled Flight

The Policy is extended to cover any Insured Person as a fare-paying passenger in any properly licensed private aircraft and/or helicopter.

9. Reservist Training

This Policy is extended to cover peace-time Singapore reservist duty (under Section 14 of the Enlistment Act Cap 229 of The Republic of Singapore) for a period of not exceeding forty-two (42) days.

GENERAL EXCLUSIONS

The Corporation shall not pay any benefit in respect of:

1. Event consequent upon war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, terrorism act, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any political organization, the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

2. Event directly or indirectly caused by or contributed by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or from nuclear weapons material.

3. Event consequent upon self injury, suicide or attempted suicide (whether felonious or not).

4. Event consequent upon any mental disorder or insanity.

5. Event happening to Insured Person whilst:

   a) flying as a member of an aircrew or in an aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers.

   b) engaged in winter sports, big game hunting, mountaineering, rock-climbing, scuba or skin-diving or any underwater activities, motor-rally or racing of any kind other than on foot, professional sports, and any aerial activities (whether suspended or not).
6. Any results attributable either wholly or in part to:
   a) pregnancy, child-birth, miscarriage (not accelerated or induce by Bodily Injury) or any complications thereof;
   b) hernia of any type, venereal disease, AIDS or any Bodily Injury commencing in the presence of a seropositive test for HIV, and any kind of diseases.

7. Any person who is involved in or taking part in naval, military or air force service or operations, civil defense service other than Reservist Training during peacetime.

8. Provoked homicide or assault or any act or event arising, directly or indirectly, in connection with the collaboration or provocation of the Insured Person.

9. Intoxication by alcohol, narcotics or drugs unless it is proven that the drug was taken in accordance with proper medical prescription other than for the treatment of drug addiction, alcoholism or mental illness.

10. Routine general physical or any other examinations not directly related to admission, diagnosis, illness or injury or treatment which is not medically necessary.

11. Dental care or surgery, cosmetic or plastic surgery except necessitated by Bodily Injury caused by Accident.

12. Congenital anomalies and conditions or pre-existing physical defect or infirmity arising out of or resulting therefrom.

TERMINATION

1. Death of Insured (if not the same as Insured Person)
   If the Insured (who is not the Insured Person) dies, this Policy will continue for the Insured Person until the expiry of the Policy Period.

2. Death of Insured Person
   Insurance under this Policy ends once the Insured Person dies.

3. Cancellation by Insured
   The Insured may cancel this Policy by giving seven (7) days’ notice in writing to the Corporation for endorsement upon which this Policy will be treated as ended on the Effective Date of Cancellation.

   Subject to the “Free Look Clause”, provided no claim has arisen during the period which this Policy has been in force, the Insured is entitled to a refund premium less the premium to be computed at the Corporation’s Short Period Rates for the duration this Policy has been in force subject to a minimum premium payment of $50 by the Insured.

<table>
<thead>
<tr>
<th>Duration Not Exceeding</th>
<th>% of Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month</td>
<td>25</td>
</tr>
<tr>
<td>2 months</td>
<td>33</td>
</tr>
</tbody>
</table>

4. Cancellation by the Corporation
   The Corporation may cancel this Policy by giving seven (7) days’ notice by registered letter to the Insured at his last known address and will return to the Insured the premium paid less the pro-rata portion thereof for the period this Policy has been in force subject to a minimum premium payment of $50.

5. Insured Person Attains Age Seventy-five (75)
   If the Insured Person has reached the age of seventy-five (75) years old on the expiry of this Policy, all insurances under this Policy will end on that date and will not be renewed.

6. Termination due to Termination of Contract of Employment
   If the Insured Person is working in The Republic of Singapore under a work permit or employment pass issued by the Ministry of Manpower, the insurances under this Policy will terminate on the date that his contract of employment is terminated (“the termination date”).

   The Insured Person will notify the Corporation of the termination of his contract of employment and the Corporation will, provided no claim has arisen during the period which this Policy has been in force, refund the premium less the premium to be computed at the Corporation’s short period rates for the duration this Policy has been in force subject to a minimum premium payment of $50 by the Insured.

   Any failure to give notice by the Insured Person will not extend the insurances under this Policy beyond the termination date, however, the termination will not prejudice any claim arising before the termination date.

CLAIM

1. Notification of Accident
   Upon the happening of any Accident likely to give rise to a claim under this Policy, the Insured shall within thirty (30) days after the happening of such Accident give notice to the Corporation with full particulars of the Accident and Bodily Injuries and the Insured Person shall as soon as possible procure and act on the proper medical or surgical advice.

2. Time for Filing Proof of Loss
   Affirmative proof of loss must be furnished to the Corporation at its said office in the case of a claim for loss of time from disability within sixty (60) days.
after the termination of the Policy Period for which the Corporation is liable, and in the case of a claim for any other loss, within ninety (90) days after the date of such loss.

3. Submission and Documentation

The Insured shall at his expense furnish the Corporation all certificates, forms, bills, receipts, information and evidence as may be required by the Corporation and submit only original bills, receipts and other documents required to support a claim, unless otherwise agreed in writing by the Corporation.

4. Medical Examination

The Insured Person shall (at the Corporation’s expense), whenever reasonably required to do so, submit to medical examination by physician appointed by the Corporation for the claim submitted.

5. Renewal

The Corporation shall neither be bound to send any notice of a Renewal Premium becoming due, nor to renew this Policy.

6. Notice of Material Changes

The Insured shall give immediate written notice to the Corporation of any change in country of residence, occupation, pursuits of the Insured Person or any injury, disease, physical defect or infirmity by which the Insured Person has become affected.

Following any change in the country of residence, occupation or pursuits of the Insured Person, the Corporation may charge additional premiums or impose additional restrictions for the insurance under this Policy.

7. False Declaration

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

8. Payment of Benefits

All benefits payable under this Policy shall be paid to the Insured and in the event of Death of the Insured, to his legal representative or estate.

Any receipt, which the Insured or anyone acting on the Insured’s behalf or his legal representatives may give to the Corporation for any benefit payable under this Policy to the Insured shall be deemed a final and complete discharge of all liability of the Corporation in respect of such benefit and of the loss for which the benefit is claimed.


Any failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

10. Free Look

This Policy may be cancelled by written request to the Corporation within fourteen (14) days from the date of receipt of this Policy document. Any premium paid will be refunded to the Insured provided the Corporation has not been notified of any claim. If this Policy document is sent by post, it is deemed to have been delivered and received in the ordinary course of the post, seven (7) days after the date of posting. This right to return the Policy is applicable only to newly incepted policies.

11. Arbitration

Any dispute or difference arising out of this Policy shall be referred to arbitration in The Republic of Singapore under the Arbitration Act, Chapter 10 of Singapore in accordance with the rules of Singapore International Arbitration Centre (SIAC).


A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its items.

13. Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of The Republic of Singapore. The Singapore Court shall have exclusive jurisdiction.
14. Premium Before Cover Warranty

a) Notwithstanding anything herein contained but subject to clauses 14b) and 14c) hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Corporation (or the intermediary through whom this Policy was effected) on or before the inception date (“the inception date”) of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

b) In the event that the total premium due is not paid and actually received in full by the Corporation (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Corporation. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and Endorsement.

c) In respect of insurance coverage with “Free Look” provision, the Insured may return the original policy document to the Corporation or intermediary within the “Free Look” period if the Insured decides to cancel the cover during the “Free Look” period. In such an event, the Insured will receive a full refund of the premium paid to the Corporation provided that no claim has been made under the insurance.

15. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

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Policy Owners’ Protection Scheme

This plan is protected under the Policy Owners’ Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact us or visit the General Insurance Association (GIA) or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).