

CriticalCare

Here is Your CriticalCare Insurance Policy document. Please examine it together with the Schedule, to ensure that You understand the terms and conditions and have the protection You need.

It is important that this Policy document together with the Schedule and any amendment or endorsement issued (the "Policy") from time to time are read together to avoid any misunderstanding.

If You have any questions after reading these documents, please contact your insurance advisor or Us. If there are any changes that may affect the insurance provided, please contact Us immediately.

IMPORTANT NOTICE

The insurance cover provided under this Policy is based on the information You have provided to Us.

Please be reminded that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise no benefit may be received from this Policy.

You are also requested to read this Policy. If any error or misdescription is found, the Policy should be returned to Us for correction.

YOUR POLICY

Your Policy sets out the terms and conditions of a contract of insurance between You and Us. The proposal form, declaration and any information You gave to Us at the time of application shall form the basis of this contract.

In consideration of the payment of premium to Us, and subject to the terms, conditions, exclusions, provisions and limitations contained or endorsed in this Policy, We will provide You with insurance cover as described in the Policy during the Period of Insurance or any subsequent period for which You pay and We accept the required premium.

CUSTOMER CARE

We are committed to providing You with a high standard of service and customer care. Should You have any reason to feel that We have not provided the service You expected, please contact Your insurance advisor or Us.

Important – Please remember to quote your Policy number / reference in your communication.

FREE LOOK (for Non-Corporate Insured)

This Policy may be cancelled by written request to Us within fourteen (14) business days from the date of receipt of this Policy document. Any premium paid will be refunded to You provided We have not been notified of any claim.

If this Policy 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 dispatch.

The right to cancel the Policy is applicable only to newly incepted policies.

I. DEFINITIONS

“**Affected Insured Person**” shall mean the Insured Person in respect of whom a claim is made under this Policy as a result of that person suffering from one of the Critical Illnesses specified under Benefit 1 of this Policy.

“**Anniversary Date**” shall mean each anniversary of the Effective Date of Insurance.

“**Benefit Amount**” shall mean the Benefit Amount shown in the Policy Schedule against the relevant category of loss.

“**Confined**” or “**Confinement**” shall mean confinement for a continuous uninterrupted period of at least 24 hours in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.

“**Coronary Artery By-pass Surgery**” shall mean the actual undergoing of open-chest surgery or minimally invasive direct coronary artery bypass surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

Angioplasty and all other intra-arterial, catheter-based techniques, ‘keyhole’ or laser procedures are excluded from coverage under this Policy.

“**Critical Illness**” shall mean the specified critical illnesses covered under Benefit 1.

“**Effective Date of Insurance**” shall mean the respective day, month and year stated in the Policy Schedule from which the insurance in respect of any Insured Person commences.

“**Family Premium**” shall mean the monthly premium payable in the case of a family plan to cover the Policyholder and his or her Spouse.

“**Heart Attack of Specified Severity**” means the death of heart muscle due to ischaemia, that is evident by at least three of the following criteria proving the occurrence of a new heart attack:

- a. History of typical chest pain;
- b. New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block;
- c. Elevation of the cardiac biomarkers, inclusive of CKMB above the generally accepted normal laboratory levels or Cardiac Troponin T or I at 0.5ng/ml and above;
- d. Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality. The imaging must be done by Cardiologist specified by the Company.

For the above definition, the following are excluded:

- a. Angina;
- b. Heart attack of indeterminate age; and
- c. A rise in cardiac biomarkers or Troponin T or I following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Explanatory note: 0.5ng/ml = 0.5ug/L = 500pg/ml

“**Hospital**” shall mean a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- a. operates primarily for the reception, care and medicare and treatment of sick, ailing or injured persons as in-patients;
- b. provides full-time nursing service by and under the supervision of a staff of Nurses;
- c. has a staff of one or more Physicians available at all times;
- d. maintains organised facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- e. is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts;

and “**Hospital**” shall not include the following:

- a. a mental institution; an institution confined primarily to the treatment of psychiatric disease including subnormality; the psychiatric department of a hospital;
- b. a place for the aged; a rest home; a place for drug addicts or alcoholics;
- c. a health hydro or nature cure clinic; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or a nursing, convalescent, rehabilitation, extended-care facility or rest home.
- d. a community hospital

“**Illness**” shall mean a physical condition marked by a pathological deviation from the normal healthy state occurring whilst this Policy is in force.

“**Insured Person(s) / You / Your**” shall mean the Policyholder and, where the Policy provides for family plan coverage (as indicated on the Policy Schedule), his or her Spouse.

“Major Cancer” means a malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue.

The term Major Cancer includes, but is not limited to, leukemia, lymphoma and sarcoma.

Major Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other bodily fluid in the absence of further definitive and clinically verifiable evidence does not meet the above definition.

The following shall not fall within the definition of “Major Cancer” and are not covered under this Policy:

- a. All tumours which are histologically classified as any of the following:
 - i. Pre-malignant;
 - ii. Non-invasive;
 - iii. Carcinoma-in-situ (Tis) or Ta;
 - iv. Having borderline malignancy;
 - v. Having any degree of malignant potential;
 - vi. Having suspicious malignancy;
 - vii. Neoplasm of uncertain or unknown behaviour; or
 - viii. All grades of dysplasia, squamous intraepithelial lesions (HSIL and LSIL) and intra epithelial neoplasia;
- b. Any non-melanoma skin carcinoma, skin confined primary cutaneous lymphoma and dermatofibrosarcoma protuberans unless there is evidence of metastases to lymph nodes or beyond;
- c. Malignant melanoma that has not caused invasion beyond the epidermis;
- d. All Prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or Prostate cancers of another equivalent or lesser classification;
- e. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f. All Neuroendocrine tumours histologically classified as T1N0M0 (TNM Classification) or below;
- g. All tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification) or below;
- h. All Gastro-Intestinal Stromal tumours histologically classified as Stage I or IA according to the latest edition of the AJCC Cancer Staging Manual, or below;
- i. Chronic Lymphocytic Leukaemia less than RAI Stage 3;
- j. All bone marrow malignancies which do not require recurrent blood transfusions, chemotherapy, targeted cancer therapies, bone marrow transplant, haematopoietic stem cell transplant or other major interventionist treatment; and
- k. All tumours in the presence of HIV infection.

“Nominated Account” shall mean the credit card account or bank account (whichever is applicable) nominated by the Policyholder or Policy Payer in the proposal form to which premiums payable under this Policy are to be charged or billed.

“Nurse” shall mean a qualified or trainee nurse or general nurse duly registered pursuant to the laws of the country in which the nurse is employed.

“Physician” shall mean a physician duly qualified and licensed and practising western medicine pursuant to the laws of the country concerned. Physician shall not include chinese physician, the Policyholder, the Insured Person or any of their relatives unless approved by the Company.

“Policy Payer” shall mean the customer stated in the Policy Schedule whose Nominated Account will be debited or charged for the premiums due on this Policy.

“Policy Period” shall mean the period of cover as specified in the Policy Schedule.

“Policy Schedule” shall mean the Policy Schedule, which is incorporated in and forms part of this Policy.

“Policyholder” shall mean the person named in the Policy Schedule, who is between twenty-one (21) and sixty (60) years of age on the Effective Date of Insurance.

“Premium Due Date” shall mean the same date of each month the monthly premium is due, depending on the Effective Date of Insurance.

“Resident In-patient” shall mean an Insured Person whose confinement is as a resident bed patient and whose confinement is due to critical illness covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

“Spouse” shall mean the legally married spouse of the Policyholder named in the Policy Schedule, who is between twenty-one (21) and sixty (60) years of age on the Effective Date of Insurance.

“Stroke with Permanent Neurological Deficit” means any cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, intracerebral embolism and cerebral thrombosis resulting in permanent neurological deficit. This diagnosis must be supported by all of the following conditions:

- a. Evidence of permanent clinical neurological deficit confirmed by a neurologist at least six (6) weeks after the event; and

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- b. Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following shall not fall within the definition of “Stroke with Permanent Neurological Deficit” and are not covered under this Policy:

- a. Transient Ischaemic Attacks;
- b. Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
- c. Vascular disease affecting the eye or optic nerve;
- d. Ischaemic disorders of the vestibular system; and
- e. Secondary haemorrhage within a pre-existing cerebral lesion.

“**Surgeon**” shall mean a surgeon duly qualified and licensed and practising western medicine pursuant to the laws of the country concerned. Surgeon does not include a chinese physician, a practitioner of surgical methods employed in Chinese medicine, the Policyholder, the Insured Person or any of their relatives unless approved by the Company.

“**We / Us / Our / the Company**” shall mean Great Eastern General Insurance Limited.

II. BENEFITS

BENEFIT 1 - Diagnosis Benefit

The Company shall pay the diagnosis benefit amount as specified in the Policy Schedule, if, whilst the Policy is in force, on the first instance, and not any subsequent instance, that the Insured Person is diagnosed and confirmed by a Physician to be suffering from any one of the Critical Illnesses during the Policy Period as follows:

- a. Major Cancer
- b. Stroke with Permanent Neurological Deficit
- c. Heart Attack of Specified Severity
- d. Coronary Artery By-Pass Surgery

Provided that:

- i. The Affected Insured Person must be alive at least thirty (30) days after the date of the confirmed diagnosis;
- ii. no benefit amounts shall be payable if the Insured Person is diagnosed with any Critical Illness within the first ninety (90) days from the Effective Date of Insurance or effective date of reinstatement.
- iii. the diagnosis benefit will be only payable in respect to only one of the Critical Illnesses that are diagnosed at the same time or any subsequent instance.

BENEFIT 2 - Daily Hospital Cash Benefit

The Company shall pay the daily hospital cash benefit amount as specified in the Policy Schedule, if, upon diagnosis of any of the specified Critical Illnesses covered under Benefit 1 of this Policy within the Policy Period, and the Insured Person is necessarily confined in a Hospital.

The daily hospital cash benefit amount shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and for a period not exceeding one hundred (100) days for all such Confinements provided that:

- a. Confinement must be due to the specified Critical Illness covered under Benefit 1 for which the Critical Illness diagnosis benefit has been paid;
- b. Confinement must commence within thirty (30) days from the date of the first diagnosis of the Critical Illness;
- c. Confinement must be considered medically necessary by a Physician and/or Surgeon in his professional capability; and
- d. the daily hospital cash benefit amount shall only be payable for successive periods of Confinement due to the same and related cause and not exceeding the period of one hundred (100) consecutive days from the date of diagnosis of the Critical Illness.

No Benefit Amounts shall be payable if the Insured Person is diagnosed with any Critical Illness within the first ninety (90) days from the Effective Date of Insurance or effective date of reinstatement.

III. BENEFIT PROVISION

- 1. An Insured Person shall not be covered under more than one **CriticalCare** policy issued by the Company.
- 2. In the event that an Insured Person is covered under more than one such Policy, the Company will only pay benefits under the Policy first issued. All policies not recognised by the Company under this Section shall be deemed to be cancelled. The Company may refund, without interest, any duplicated premium, which may have been paid by or on behalf of such Insured Person.
- 3. Except as otherwise provided in this Policy, the benefit amount under this Policy shall be paid in addition to any other insurance benefits to which the Insured Person may be entitled.

IV. EXCLUSIONS

1. The Company shall not be liable to pay any benefit, which directly or indirectly, is caused by, arises in connection with, is a consequence of, or is contributed to by any of the following:
 - a. Any accident, bodily injury or illness sustained or suffered by the Insured Person which has occurred, or which has been diagnosed, or which has exhibited symptoms, or which has required medical advice and/or treatment under/ or prescription of drugs, or who was or should have been aware that he / she is suffering from, at any time prior to the Effective Date of Insurance, or (in respect of any amendment or endorsement to the benefits under this Policy) the Date of Endorsement or (in respect of any reinstatement under this Policy) the effective date of reinstatement, for the Insured Person.
 - b. Any outbreak of a human contagious or infectious disease that has been (or eventually is) declared as an epidemic or a pandemic by the World Health Organisation or any authority, or that has been reported by the media as such.
 - c. Declared or undeclared war or, any hostilities or any act of war, invasion, foreign enemy, civil war, rebellion, revolution, insurrection, riot, strike, any military or usurped power and martial law.
 - d. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - e. Illegal acts of the Policyholder, the Insured Person, or their executors, administrators, legal heirs or personal representatives.
 - f. Any willful or intentional acts of the Policyholder or the Insured Person (while sane or insane) including suicide, self-inflicted injury, suicide pacts or agreements or any attempt thereat.
 - g. The Insured Person having taken a drug unless it is proved that the drug was taken in accordance with proper medical prescription other than for the treatment of drug addiction, alcoholism or mental illness.
 - h. Any type of congenital deformities, diseases or conditions.
 - i. Any condition which is, or results from or is a complication of infection with Human Immunodeficiency Virus ("HIV"), any variance including Acquired Immune Deficiency Syndrome ("AIDS"), and AIDS Related Complications ("ARC"), any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC
 - i. For the purpose of this Exclusion, the term AIDS shall have the meaning assigned to it by the World Health Organisation at the time of Hospitalisation
 - ii. Opportunistic infections shall include but are not limited to pneumocystis carinii pneumonia, organism or chronic enteritis virus and/or disseminated fungi.
 - iii. Malignant neoplasm shall not include but not limited to Kaposi's Sarcoma, central nervous system lymphoma and/or other malignancies currently or which subsequently becomes known as causes of death in the presence of AIDS.
 - j. Any condition which is, results from or is a complication of infection with a venereal disease or surgical operation or treatment for circumcision.
 - k. Any condition which is, results from or is a complication of birth control, sterilisation, infertility or treatment thereof, pregnancy, childbirth, caesarean, miscarriage or abortion.
 - l. Any condition, which is, results from or is a complication of any surgery, therapy or treatment administered on the insured person which is prescribed or required by a Physician, and/or Surgeon in his professional capacity and/or other person or persons who are not qualified to practice as Physicians or Surgeons,
 - m. Any mental conditions or disorder, alcoholism or intoxication, rest cures, sanatoria care or special care of special nursing care, acupuncture treatment by a chinese physician and/or Surgeon and cosmetic or plastic surgery.

2. **Contracts (Rights of Third Parties) Act (Chapter 53B)**

A person who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms.

3. **Sanction Limitation and Exclusion**

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 may, in the insurer's opinion, expose that insurer to the risk of or result in any breach or violation of, or non-compliance with, any sanction, prohibition, restriction or regulations imposed by any state or transnational organisation including but not limited to the United States of America, the United Nations, the European Union, the United Kingdom, the Republic of Singapore and any state or country where the insurer or its related entity carries on business ("Sanctions").

If the Insured, Policyholder, beneficial owner of the policy, life assured(s) (if applicable), beneficiary, payee or any affiliate, successor or assign of any of the foregoing (collectively the "Insured") is designated or listed as a person subject to Sanctions ("Restricted Party") or has any involvement whatsoever with any Restricted Party, whether directly or indirectly, or has been charged, or convicted or has had judgment taken against them under any local or foreign law or regulations implementing any Sanctions, the insurer shall be entitled, in its sole discretion and without incurring any liability whatsoever, to exercise any one or more of the following rights and/or remedies against the Insured, namely:

- i. cancel, terminate, void and/or nullify any policy, contract, transaction or business;
- ii. liquidate and/or close-out any financial product or investment;
- iii. withhold and/or suspend any payment, transfer and/or receipt of any money, refund or benefit;
- iv. decline and/or refuse any transaction or request; and/or
- v. take or refrain from taking any step or action necessary to eliminate, reduce or minimise the risk of any breach or violation of any Sanctions or exposure to any Sanctions.

The Insured shall indemnify the insurer and hold the insurer harmless from and against any and all losses, damages, costs and/or expenses suffered and/or incurred by the insurer, including but not limited to legal costs and attorney's fees.

4. Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

V. EFFECTIVE AND TERMINATIONS

EFFECTIVE DATE

This Policy shall become effective and commence at 12.01 a.m. Singapore time on the date specified as the Effective Date of Insurance in the Policy Schedule.

TERMINATIONS

1. Termination by the Policyholder or Policy Payer

If the Policyholder or Policy Payer subsequently gives notice in writing to the Company to terminate cover with respect to all Insured Persons included hereunder, such termination shall become effective on the next Premium Due Date. If there is any claim during the Policy Period, there will be no premium refund.

2. Termination by the Company

The Company may give notice of termination hereof by registered letter to the Policyholder at his or her last known address. Such termination shall become effective seven (7) days following the date of such notice.

3. Automatic Termination

3.1 This Policy shall terminate immediately on the earliest of any of the following events:

- a. The termination of the Nominated Account.
- b. Upon the death of the Policyholder.
- c. The Anniversary Date immediately following the Policyholder's attainment of age of sixty-five (65) years.
- d. Upon the payout of diagnosis benefit under Benefit 1.

3.2 Any coverage under this Policy in respect of the Insured Person shall terminate on the earliest of the following events:

- a. In the case of the Spouse, on the Anniversary date immediately following his/her attainment of age of sixty-five (65) years.
- b. If the Policyholder's Spouse ceases to be a Spouse.
- c. Upon the death of any of the Insured Person(s).
- d. Upon the payout of diagnosis benefit under Benefit 1.
- e. Upon the termination of the Policy under the provision of Automatic Termination Clause 3.1.

4. Termination for the Non-payment of Premium

4.1 In the event that the initial premium charged to the Nominated Account is not paid, this Policy shall be deemed to have been void from the intended Effective Date of Insurance.

4.2 If one or more premiums charged to the Nominated Account have been paid, non-payment of any subsequent premium shall terminate any insurance under this Policy as of the due date of such unpaid premium.

5. Effective Time of Termination

This Policy, and all insurance hereunder, shall terminate at 12.01 a.m. Singapore time, in relation to the events in Automatic Termination and Termination for the Non-payment of Premium on the relevant date as specified in Automatic Termination and Termination for the Non-payment of Premium.

6. Position of Claims Upon Termination

Such termination shall be without prejudice to any claims relating to an event that occurred prior to the effective date of termination.

7. Premium Position Upon Termination

In the event any premium has been paid for any period beyond the date of termination of this Policy, the relevant proportion thereof shall be credited without interest to the Nominated Account or refunded without interest to the Policyholder or Policy Payer by the Company subject to a minimum premium of S\$25. If premium has not been paid for any period up to the date of termination as aforesaid, the Policyholder or Policy Payer shall be liable to the Company for the payment of such premium, which the Company may, at its option, charge to the Nominated Account.

VI. PREMIUM

1. Premium Payment

The single or Family Premium stated in the Policy Schedule shall be charged to the Nominated Account when due and subject to any goods and services or other tax, charge or levy chargeable by law and payable by the Policyholder or Policy Payer.

2. Premium Due Dates

The premium as stated in the Policy Schedule shall be due on the Effective Date of Insurance and

2.1 If payable monthly, on the same date of each month thereafter. If the month for which premiums are due does not have a corresponding date, then the premium shall be paid on the last day of that month.

2.2 If payable yearly, on each Anniversary Date.

3. Premium Basis

The premium shall be determined and fixed as at the attained age on the Effective Date of Insurance and shall remain level as long as the policy is in force.

VII. GENERAL POLICY CONDITIONS

1. Age Limit

Cover is available to an Insured Person between the age of twenty-one (21) and sixty (60) years old with renewal up to the age of sixty-five (65) years old.

2. Alterations

The Company reserves the right to vary the premium payable and amend the Terms and provisions of this Policy by giving Policyholder thirty (30) days' notice of such amendment.

No alteration to this Policy shall be valid unless approved in writing by the Company's authorised representative and reflected in an endorsement.

3. Arbitration

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC.

If the dispute cannot be brought before or dealt with by FIDReC, it will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be in English.

4. Automatic Renewal

Subject to the Terms and Conditions of this Policy, the payment of the premium when due automatically renews this Policy. No renewal documents will be issued and the existing Policy is the evidence of valid cover, unless otherwise notified.

5. Clerical Error

A clerical error by the Company shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

6. Consideration

This Policy is issued in reliance on the statements contained in the proposal forms and in consideration of the Policyholder or Policy Payer's agreement to pay the premiums.

7. Currency

Premiums and benefits payable under this Policy shall be in Singapore Dollars.

8. Entire Contract and Interpretation

This Policy, the Policy Schedule and any endorsements and attachments including the proposal forms, if any, will constitute the entire contract between the parties and shall be read as one contract. No change to this Policy shall be valid unless approved by the Company and such approval be endorsed hereon by an authorized representative of the Company.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Policy Schedule shall bear such specific meaning wherever it may appear.

9. False Declaration

This Policy has been issued on the basis that the Policyholder or Policy Payer or the Insured Person has fully and faithfully given to the Company all facts as he or she knows them or ought to know them. In the event that the Policyholder or Policy Payer or the Insured Person:

- a. Does not fully and faithfully give the facts as they, he or she know(s) them or ought to know them, or
- b. Has made or makes any declaration which is an intentional misstatement of fact or which constitutes a fraud, this Policy shall be deemed to have been terminated as from the intended Effective Date of Insurance.

10. Governing Law

This Policy shall be governed by and interpreted in accordance with Singapore law.

11. Interest

No amounts payable by the Company under this Policy shall carry interest.

12. Legal Action

Subject to Clause 3 - Arbitration of this Section, no action shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of claim has been filed in accordance with the provisions of this Policy.

13. Notice of Material Changes

The Policyholder shall give immediate written notice to Us 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, We may charge additional premium, impose additional restrictions or cancel this Policy.

14. Notice of Trust or Assignment

The Company shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this Policy.

15. Payment Before Cover Warranty (For Non-Corporate Insured)

- a. Notwithstanding anything herein contained but subject to clauses 15(b) and 15(c) hereof, it is hereby agreed and declared that the premium due must be paid to the Company (or the intermediary through whom this Policy, Renewal Certificate, Cover Note or Endorsement was effected) on or before the inception date ("the Inception Date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement. Payment shall be deemed to have been effected to the Company or the intermediary when one of the following acts takes place:
 - i. Cash or honoured cheque for the premium is handed over to the Company or the intermediary;
 - ii. A credit or debit card transaction for the premium is approved by the issuing bank;
 - iii. A payment through an electronic medium including the internet is approved by the relevant party;
 - iv. A credit in favour of the Company or the intermediary is made through an electronic medium including the internet.
- b. In the event that the premium due is not paid to the Company (or the intermediary through whom this Policy, Renewal Certificate, Cover Note or Endorsement was effected) on or before the Inception Date, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- c. In respect of insurance coverage with Free Look provision, the Insured may return the original policy document to the Company 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 Company provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

16. Premium Payment Warranty (For Corporate Insured)

- a. Notwithstanding anything herein contained but subject to clause 16(b) hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the:
 - i. inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - ii. effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
- b. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:

- i. the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said sixty (60) day period;
 - ii. the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
 - iii. the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
- c. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

17. Condition Precedent (For Corporate Insured)

The validity of this Policy is subject to the Condition Precedent that:

- a. for the risk insured, the Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- b. if the Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - i. the Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - ii. a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incepts.

18. Terms and Conditions

Payment of any Benefit Amount under this Policy is subject to the Definitions, Exclusions and all other Terms and Conditions of this Policy.

19. Territorial Limit

This Policy shall apply twenty-four (24) hours worldwide unless otherwise stated in any Policy documents or Benefits Section 1 or 2.

VIII. CLAIMS PROVISION

1. Claims Procedure

Upon the happening of any occurrence likely to give rise to a claim under this Policy, the Insured Person shall within thirty (30) days after the happening of such occurrence give notice to the Company with full particulars of the occurrence.

Any documents or evidence required by the Company to verify the claim shall be provided by the Insured Person at his / her own expense. Any medical examination required by the Company to verify the claim will be at the Company's expense.

Failure to notify the Company within the time limit prescribed shall not invalidate the claim if it can be shown, to the Company's satisfaction, that it was not reasonably possible to give such proof within the prescribed time limit for an otherwise legitimate claim.

2. Fraudulent Claims

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Insured Person or anyone acting on his / her behalf to obtain a benefit under this Policy, the Company shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

3. Observance of Terms and Conditions

The due observance and fulfillment of the Terms, Provisions and Conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured Person, the Policyholder and/or the Policy Payer shall be a condition precedent to the liability of the Company to make any payment under this Policy.

4. Payment of Benefits

All benefits payable under this Policy shall be paid to the Insured Person and, in the event of death of the Insured Person, to his / her legal personal representatives or estate.

Any receipt which the Insured Person or anyone acting on the Insured Person's behalf or his / her legal personal representatives may give to the Company for any Benefit Amount payable under this Policy to the Insured Person shall be deemed a final and complete discharge of all liability of the Company in respect of such benefit and of the loss for which the benefit is claimed.

Policy Owners' Protection Scheme

This policy 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).

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