

# HospitalWise

Here is Your HospitalWise 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.

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## I. DEFINITIONS

“**Accident**” shall mean a sudden, unforeseen and fortuitous event which results in the Insured Person suffering death, disablement or Bodily Injury.

“**Anesthetist**” shall mean a registered medical practitioner qualified by degree in Western Medicine and legally licensed or duly qualified to perform anesthetics authorised in the geographical area of his/her practice.

“**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.

“**Bodily Injury**” shall mean any injury sustained by an Insured Person caused solely, directly and independently from all causes from an Accident or through accidental means whilst this Policy is in force and not by Illness, disease or gradual physical or mental wear and tear.

“**Child/Children**” shall mean a legally dependent child of the Policyholder (including a stepchild/a legally adopted child) who is on the Effective Date of Insurance:

- a. wholly dependent on the Policyholder for financial support and not gainfully employed in any way;
- b. unmarried; and
- c. between age of one (1) and seventeen (17) years or up to age twenty-five (25) years if pursuing full-time education in a recognized tertiary education institution.

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

“**Country of Residence**” shall mean the country in which the Insured Person or covered dependent is usually living at the Effective Date of Insurance under this Policy and which is declared on the proposal form and/or by means of endorsement into the policy.

“**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.

“**Eligible Family Member**” shall mean the Spouse or Child(ren) of the Policyholder.

“**Full-time**” shall mean being employed in a position that is budgeted for at least forty (40) hours per week for fifty-two (52) weeks per year.

“**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

“**Hospital Expenses**” shall mean the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a registered medical practitioner that are medically necessary to treat the Insured Person’s condition, incurred during the Insured Person’s Hospitalisation including

- a. Hospital Room & Board  
Hospital charges for accommodation, general nursing services and meals for each day of Confinement as an in-patient in a Hospital. This benefit shall be payable on the actual charge of the selected ward category, up to a standard class air-conditioned room of a 1-bedded ward.
- b. Intensive Care  
The daily room and board charges incurred for Confinement as an in-patient in the Intensive Care Unit of a Hospital.

c. Surgical Fees

The actual fees charged by a Surgeon(s), an Anesthetist and for the use of an operating theatre that are incurred for a Surgery performed in a Hospital or a day surgery performed in a Hospital by a duly qualified Surgeon.

d. Hospital Miscellaneous Services

The actual Hospital charges for any of the following items incurred whilst Confined in the Hospital:

- Drugs and Medicines consumed on premises;
- Dressings, Ordinary Splints and Plaster Casts;
- Laboratory Examinations;
- Electrocardiograms;
- Basal Metabolism Tests;
- Physical Therapy;
- X-ray therapy, radium therapy, radium and isotopes;
- X-ray Examinations;
- Intravenous Infusions;
- Administration and the cost of Blood or Blood Plasma;
- Physician's Visits with a maximum of one visit per day

**"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)"** shall mean the Policyholder and, where the Policy provides for family plan coverage (as indicated on the Policy Schedule), his/her Eligible Family Member.

**"Intensive Care Unit"** shall mean a place in a Hospital for the seriously ill patient providing extra services and equipment prescribed by the attending Physician and billed as a specified charge by the Hospital.

**"Monthly Premium"** or **"Annual Premium"** shall mean the monthly or annual premium payable to cover the Policyholder and/or his or her spouse and children.

**"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/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.

**"Nursing Home"** 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 which provides facility for persons with medical condition requiring long term daily nursing care or assistance in activities of daily living and Nursing Home and 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 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, convalescent and rehabilitation.

**"Part-time"** shall mean being employed in a position that is budgeted for less than forty (40) hours per week for fifty-two (52) weeks per year.

**"Physician"** shall mean a medical practitioner qualified by a medical degree in Western Medicine and duly licensed and/or registered with the relevant medical board or council to practice medicine and surgery in the geographical area of his/her practice, and who in rendering such services, is practicing within the scope of licensing and training other than the Insured Person or the immediate family or relatives or the business partners, employers or employees.

**"Policy Payer"** shall mean the customer stated in the Policy Schedule who will be paying for the Annual Premium or whose Nominated Account will be debited/charged for the premiums due on this Policy.

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

**"Policyholder"** shall mean the person(s) or entity named in the Policy Schedule whose name the policy has been issued and who acts on behalf of the Insured Person(s) in making the declarations in the proposal form/application which forms the basis of this Policy.

The Policyholder whose age is between eighteen (18) and fifty-nine (59) years on the Effective Date of Insurance. Subject to the Company's approval, this Policy may be renewed until date when the Policyholder reaches the age of sixty-five (65) years.

**"Premium Due Date"** shall mean the same date of each month the monthly premium is due or in the case of Annual Premium the policy Anniversary date, 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 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, whose age is between eighteen (18) and fifty-nine (59) years on the Effective Date of Insurance.

“**Surgeon**” shall mean a surgeon duly qualified and licensed and practising pursuant to the laws of the country concerned. He/she shall 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.

## II. BENEFITS

### SECTION 1 – Daily Cash Benefit (due to Illness or Accident)

The Company shall pay the relevant daily cash Benefit Amount as specified in the Policy Schedule, if, whilst the Policy is in force, as a result of Illness or an Accident for Bodily Injury, the Insured Person is necessarily Confined in a Hospital.

The daily cash Benefit Amount shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and up to a maximum limit as specified in the Policy Schedule for all such Confinements consequent upon Illness or an Accident for Bodily Injury and provided that

- a. Confinement must be considered medically necessary by a Physician and/or Surgeon in his professional capability.
- b. Successive periods of Confinement due to the same or a related cause shall be considered as one Illness or an Accident for Bodily Injury unless their occurrences are separated by at least twelve (12) consecutive months during which the Insured Person is not at any time confined to a Hospital.

### SECTION 2 – Daily Cash Benefit in Intensive Care Unit (due to Illness)

The Company shall pay the relevant daily cash Benefit Amount as specified in the Policy Schedule should the Insured Person be Confined in the Intensive Care Unit of the Hospital due to Illness.

### SECTION 3 – Daily Cash Benefit in Intensive Care Unit (due to Accident)

The Company shall pay the relevant daily cash Benefit Amount as specified in the Policy Schedule should the Insured Person be Confined in the Intensive Care Unit of the Hospital due to an Accident for Bodily Injury.

### SECTION 4 – Daily Cash Benefit in Nursing Home

The Company shall pay the relevant daily cash Benefit Amount as specified in the Policy Schedule for up to thirty (30) days should the Insured Person be Confined in the Nursing Home due to Illness or an Accident for Bodily Injury.

### SECTION 5 – Hospital Expenses (due to Illness)

The Company shall reimburse the Hospital Expenses incurred within three hundred and sixty-five (365) days from the commencement of Illness up to the limit of the Benefit Amount as specified in the Policy Schedule, in the event the Insured Person is hospitalised due to an Illness during the Period of Insurance.

## III. BENEFIT PROVISION

1. An Insured Person shall not be covered under more than one HospitalWise 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 section III shall be deemed to be cancelled. The Company will 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.
4. No Claim Bonus  
On Each Anniversary Date, a No-Claim Cash Refund amount of 15% of the paid up premium of that preceding year will be refunded (without interest and Goods and Services Tax) to the Policyholder on condition that:
  - a. no claims have been paid to any Insured Person under this Policy, or
  - b. no claims have been submitted by any Insured Person under this Policy and remain outstanding pending assessment in the most recent twelve (12) month period before such Anniversary Date.

For the avoidance of doubt, a claim is deemed to have been made against the Policy in the most recent (12) month period before such Anniversary Date if any day of such confirmed Benefits falls within this period, regardless of the date of submission of the claim by or on behalf of the Insured Person.

## IV. EXCLUSIONS

1. The Company shall not be liable in respect of Illness or Accident, 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. 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;
  - b. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - c. Illegal acts of the Policyholder, the Insured Person, or their executors, administrators, legal heirs or personal representative;
  - d. Any wilful 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;
  - e. Provoked homicide or assault or any act or event arising, directly or indirectly, in connection with the collaboration or provocation of the Policyholder or the Insured Person;
  - f. The Insured Person driving any kind of vehicle/craft while the alcohol content of his/her blood exceeds the level permitted by the law of the country where the Accident occurs;
  - 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 condition which results from or is a complication of routine physical or any other medical examination where there are no objective indications of or impairments to normal health (including, but not limited to, cosmetic surgery);
  - i. Any condition which 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;
  - j. Any condition which results from or is a complication of infection with a venereal disease;
  - k. Any condition which results from or is a complication of pregnancy, childbirth, miscarriage, abortion, infertility or sterilization;
  - l. Any condition which 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.  
For the purpose of this exclusion, the term AIDS shall have the meaning assigned to it by the World Health Organisation.
  - m. Any dental work or treatment, extraction of impacted teeth or wisdom teeth, eye examinations or anomalies and cosmetic or plastic surgery;
  - n. Any treatment or surgical operation for congenital conditions, circumcision;
  - o. Treatment arising from any geriatric, psycho-geriatric or psychiatric conditions, stress, anxiety and depression;
  - p. Treatment for obesity, weight reduction or weight improvement;
  - q. Any nervous and mental conditions or disorder, venereal diseases, alcoholism or intoxication, rest cures, sanatoria care or special care or special nursing care or acupuncture treatment by Chinese Physician and/or Surgeon
  - r. 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.
  - s. Any Bodily Injury which arises in the course of the Insured Person's occupation if it falls within the following categories or involves the following activities:
    - i. police force personnel, fire service personnel, civil defence personnel, CISCO (the Commercial and Industrial Security Corporation) personnel or security officers or security guards or military personnel of any country or international authority, including National Service under Section 10 of the Enlistment Act Cap 93 of the Republic of Singapore, other than for reservist training under Section 14 of the Enlistment Act, Chapter 93 of Singapore.
    - ii. a chauffeur, despatch rider or a bus, taxi, delivery van or heavy vehicle driver, whether Part-time or Full-time.
    - iii. professional divers, ship crews, workers on board vessels, oil and gas rig workers, offshore workers, stevedores, shipbreakers.
    - iv. pilots, aircrew or any occupation involving aviation activities or air travel.
    - v. construction workers, unskilled workers or any occupations involving height and/or works underground and/ or travel beyond normal speed on land and/or handling of hazardous chemical/electricity, woodworking related occupations, welders or any occupations involving heat.
  - t. The Insured Person is engaging in the following activities:
    - i. Any professional sports teams or as a jockey.
    - ii. Or practising for or taking part in any kind of caving, scuba-diving, water-skiing, or any activities involving the use of underwater breathing apparatus, rock-climbing, mountaineering, potholing, winter sports, motor

rallies, speed contest or racing other than on foot or martial arts or any professional competition or sports or training, bungee jumping, sky-diving parachuting, para-gliding, hang-gliding or any activities in aerial balloon whilst airborne.

iii. Aerial activities or air travel, other than as fare-paying passenger in a fully licensed aircraft operated by a regularly scheduled licensed commercial air carrier or recognized charter company operating between established commercial airports.

u. Experimental medical treatment.

## 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 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.

## 4. **Terrorism**

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 Provision 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 allege 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/Policy Payer**

The Policyholder or Policy Payer may cancel this Policy by giving seven (7) days' notice in writing to Us and if;

i. premium is payable yearly, Policyholder or Policy Payer shall be entitled to a refund premium less the premium computed at Our Short Period Rates for the duration this Policy has been in force subject to a minimum premium payment of S\$50 by the Policyholder or Policy Payer. Provided no claim has arisen during the period which this Policy has been in force.

**Short Period Rates**

<b>Cancellation duration not exceeding (but including)</b>	<b>% of Refund Based on Annual Premium Paid</b>
1 month	90
3 months	75
6 months	50
8 months	25
12 months	0

ii. premium is payable monthly, such termination shall become effective on the next Premium Due Date and there will be no premium refund.

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## 2. Termination by the Company

The Company may give notice of termination hereof by registered letter to the Policyholder at his/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 or Policy Payer.
- c. The Anniversary date immediately following the Policyholder's attainment of age of sixty-five (65) years.

3.2 Any coverage under this Policy in respect of any particular 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. In the case of a Child, on the earliest of the following dates when the child:
  - is no longer wholly dependent on the Policyholder for financial support; or
  - when the Child is gainfully employed; or
  - when the Child is married; or
  - on the renewal anniversary following the Child's attainment of the age of eighteen (18) years or twenty-six (26) years if the Child is unmarried, unemployed and a student in a recognized full-time tertiary education institution.
- c. Upon such Insured Person who is an Eligible Family Member ceasing to be an Eligible Family Member.
- d. Upon the death of such Insured Person.
- e. Upon such Insured Person's engagement in any employment, occupation or business which is excluded in this Policy, without any requirement on the part of any party to provide notice of the same.
- f. Upon the termination of the Policy under the provision of Clause 3.1 of this Section V.

## 4. Termination for the Non-payment of Premium

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. 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 Monthly Premium stated in the Policy Schedule shall be charged to the Nominated Account or in the case of Annual Premium payable 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 and Adjustment

- 3.1 The premium shall be amended on the Anniversary Date following the date on which the Insured Person attains any of the following ages: thirty-one (31) years; forty-one (41) years; fifty-one (51) years; sixty-one (61) years.
- 3.2 The Company reserves the right to amend premiums in respect of like categories of Insured Persons, such as by age.

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## VII. GENERAL POLICY CONDITIONS

### 1. Alterations

The Company reserve 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 authorized representative and reflected in an endorsement.

### 2. 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.

### 3. Clerical Error

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

### 4. 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.

### 5. Currency

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

### 6. Entire Contract and Interpretation

This Policy, the Policy Schedule and the Benefits Table 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 or of the Benefits Table shall bear such specific meaning wherever it may appear.

### 7. Failure to Give Notice on Change of Circumstances

In the event Insured Person following any change of occupation, pursuits, habits or country of residence, any claim arising from any loss suffered by Insured Person due to an Accident, occurring on or after Renewal Date following the material change, the Company may reject such claim or, at its discretion, adjust the benefits payable.

### 8. False Declaration

This Policy has been issued on the basis that the Policyholder or Policy Payer or the Insured Person(s) has fully and faithfully given to the Company all facts as he or she knows then or ought to know then. 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 Cover.

### 9. Governing Law

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

### 10. Interest

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

### 11. Legal Action

Subject to Clause 1 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.

### 12. 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.



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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.

### **13. 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.

### **14. Renewal**

#### **a. When No Renewal Allowed**

The Company will not renew the Insurance under this Policy for the Insured Person

- when Insured Person reaches his/her expiry age.
- when there is a material change of information in the Insured Person's country of residence and/or any business or occupation or pursuits or habits which are in the exclusions specified in the Policy.

The Company will not be required to give notice for termination in accordance with clause 14a above.

#### **b. Renewal upon Payment of Premium**

Unless Clause 14a applies, insurance under this Policy will be renewed for a further Period of Insurance from a Renewal Date of this Policy upon receipt of payment for the required premium on or before the Renewal Date. No renewal documents will be issued and the existing Policy is the evidence of valid cover, unless otherwise notified.

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

1. Notwithstanding anything herein contained but subject to clauses 2 and 3 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:
  - a. Cash or honoured cheque for the premium is handed over to the Company or the intermediary;
  - b. A credit or debit card transaction for the premium is approved by the issuing bank;
  - c. A payment through an electronic medium including the internet is approved by the relevant party;
  - d. A credit in favour of the Company or the intermediary is made through an electronic medium including the internet.
2. 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.
3. In respect of insurance coverage with Free Look provision, the Policyholder may return the original policy document to the Company or intermediary within the Free Look period if the Policyholder decides to cancel the cover during the Free Look period. In such an event, the Policyholder 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)**

1. Notwithstanding anything herein contained but subject to clause 2 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:
  - a. inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - b. effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. 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:
  - a. 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;
  - b. the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
  - c. the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. 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 Policyholder 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 Policyholder 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 Policyholder 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 Policyholder 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 Limits**

This Policy shall cover an Insured Person twenty-four (24) hours worldwide subject to the condition that Insured Person when sustains an Bodily Injury due to accident, must not be outside his/her Country of Residence for more than one hundred and eighty (180) consecutive days.

#### **20. Waiting Period**

No benefit under this Policy shall be payable if the Insured Person suffered or contracted any Illness within the first fourteen (14) days from the Effective Date of Insurance or effective date of reinstatement, whichever is later.

## **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 at 1 Pickering Street #01-01 Great Eastern Centre Singapore 048659 or such address as it may subsequently be located at with full particulars of the Accident or Illness. The Company shall then provide the Insured Person with forms for filing proof of claim.

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](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

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