



CYCLELOGY BIKE INSURANCE

(Underwritten for CycleLogy Bike Subscription Service)

Important Notice

In accordance with the Insurance Act (CAP 142), We would remind the Insured Person that you must disclose to Us fully and faithfully all the facts you know or could reasonably be expected to know, otherwise the Insured Person may not receive any Benefit from this Policy.

General Terms

1. This Policy, the Schedule, Endorsements, Proposal Form, Declaration and attached papers together with any other statement in writing shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy shall bear such meaning wherever it may appear.
2. The conditions which appear in this Policy, Schedule and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that Policy Owner or the Insured Person(s) shall not be able to claim under this Policy.
3. Any word denoting a singular pronoun shall also mean to include the plural.
4. Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender and vice-versa.

Eligibility

To be eligible under this Policy:

- (a) The Insured Person named in the Schedule must be a Singapore citizen, a permanent resident of Singapore or a foreigner with a valid Work Pass.
- (b) The Insured Person named in the Schedule must be at least eighteen (18) years of Age and not more than sixty-five (65) years of Age on the Effective Date of Insurance.
- (c) The Insured Person must have an effective CycleLogy Bike Subscription Service Agreement.

Payment Before Cover Warranty

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the intermediary when one of the following acts takes place:

- (a) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (b) A payment through an electronic medium including the internet is approved by the relevant party;
 - (c) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. This policy does not have free-look provision. If the Insured Person decided to cancel the bike subscription service, this coverage will also be cancelled. We will have no liability whatsoever under the cancelled subscription service. The proportionate part of any premium received in respect of the unexpired month will be refunded to Insured Person provided no claim has been made under the Insured Person.

Territorial Limit/Location of Risk

This Policy covers the Insured Person anywhere in Singapore while using the insured Bicycle subscribed under CycleLogy Bike Subscription Service Agreement.

Premium Basis & Adjustment

Premium shall be based upon Insured's attained Age and the insured Bicycle value as at the Effective Date of Insurance. The premium rates are not guaranteed and may be increased or varied by Us upon renewal of the Policy, based on Our portfolio claims experience in this class of business. We will advise the Policy Owner of the change in writing at least thirty (30) days before Premium is increased or varied by Us.

This policy is not a Medisave-approved policy and Insured Person may not use Medisave to pay the premium for this policy.

General Definitions

Accident/Accidental means an unforeseen event of violent, external and visible nature, occurring during the Period of Insurance, which results in Bodily Injury or death.

Age means Age attained.

Benefit means the respective Benefit, as stated in the Policy, Schedule and/or Endorsement payable by Us under the terms and conditions and exclusions in respect of each event or loss covered by this Policy.

Bicycle means the pedal bicycle insured under the CycleLogy Bike Subscription Service Agreement specified by a unique frame serial number.

Bodily Injury means injury sustained by an Insured Person during the Period of Insurance and is caused by an Accident solely and independently of any other causes within the Period of Insurance.

Effective Date of Insurance means the commencement date of insurance as specified on the Schedule.

Endorsement means written evidence of an agreed change to this Policy.

Excess means the amount Insured Person must pay as the first part of each agreed claim as shown on Insured Person's Schedule. The excess does not apply to claims for Accidental Death and Permanent Disablement covered under this Policy.

Insured Person / He means a person who has subscribed to use a bike service through the Policy Owner.

Loss of Speech or Hearing means total and irrecoverable Loss of Speech or Hearing which is beyond remedy by surgical or other treatment.

Loss of Sight means physical loss of an eye or permanent and total Loss of Sight, which shall be considered as having occurred:

- (a) In both eyes if so certified by a registered fully qualified ophthalmic specialist. However, We reserve the right to seek a second opinion; or
- (b) in one eye if the degree of sight remaining after correction is 1/60 or less on the Snellen Scale (that is seeing at one (1) foot what a person should see at sixty (60) feet). However, We reserve the right to seek a second opinion.

Loss of Hand means:

- (a) Amputation of an entire hand or all four fingers and thumb from where they join the palm of the hand; or
- (b) total and permanent loss of use of an entire hand or all four fingers and thumb.

Loss of Leg means:

- (a) Amputation of a foot (at or above the ankle); or
- (b) total and permanent loss of use of a foot.

Loss of Limb means loss or physical separation of a hand at/or above the wrist or a foot at/or above the ankle and shall include total and irrecoverable loss of use of hand, arm or leg.

Medical Practitioner means a registered and legally qualified physician, doctor or surgeon by a medical degree in western medicine and authorised by the medical licensing authority of that country to provide medical or surgical services within the scope of their licence and training. This cannot be the Insured Person, Policy Owner, or Family Member of the Insured Person/or Policy Owner.

Permanent Disablement means disablement that solely directly and totally renders the Insured Person unable to pursue, engage in, or attend to any business or occupation of any and every kind for the remainder of the Insured Person's life as determined in writing by way of a medical report issued by a Registered Medical Practitioner, such medical report to be issued only after the Insured Person was unfit to work for a period of six (6) continuous month from the date of the Bodily Injury as proven by medical certificates to that effect.

Period of Insurance means the period starting from the Effective Date of Insurance during which the coverage under this Policy is effective.

Policy means the policy, Schedule, Endorsement, application, proposal form, declarations and attached papers together with other statements in writing, if any, which are evidence of the contract between Policy Owner and Us.

Policy Owner means CycleLogy (UEN: 53237962D) whose registered address is Blk 18, 18 Boon Lay Way, #02-126, TradeHub21, Singapore 609966.

Pre-existing Illness shall mean disabilities or conditions that Insured Person have reasonable knowledge of. Insured Person may be considered to have reasonable knowledge of a pre-existing condition if:

- (a) He had received or is receiving treatment; or
- (b) medical advice, diagnosis, care or treatment has been recommended; or
- (c) clear and distinct symptoms are or were evident; or

(d) its existence would have been apparent to a reasonable person in the circumstances.

Schedule means the information page that contains the details of the Insured Person, Benefit, Premium and Period of Insurance attached to this Policy.

We/Our/Us/Insurer/Company means Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K).

You/Your means the Policy Owner named in the Schedule.

Coverage

Benefit 1 – Accidental Death and Permanent Disablement

1. We shall pay according to the Percentage of Benefit Limit as specified hereunder, up to a maximum Benefit Limit of \$25,000, in the event that the Insured Person sustain a Bodily Injury which within one hundred and eighty days (180) days of its happening is the sole and independent cause of one of the following Covered Event(s) while the Insured Person was riding on, mounting onto or dismounting from the insured Bicycle under CycleLogy Bike Service Agreement within the Period of Insurance:

Scale of Compensation:

Covered Event	% of Benefit Limit
a) Accidental Death	100%
b) Major Permanent Disablement	
(i) Permanent Total Disablement	100%
(ii) Permanent Insanity	100%
(iii) Loss of Sight in both eyes	100%
(iv) Loss of Hearing in both ears	100%
(v) Loss of Speech	100%
(vi) Loss of Sight of one eye, or use of one limb	50%
(vii) Loss of Hearing in one ear	25%

2. We shall not pay if over 100% of the Benefit Limit in aggregate of all percentages payable under Permanent Disablement for the same injury.
3. Before We pay any benefit for Permanent Disablement, the Permanent Disablement shall have lasted one hundred eighty (180) days from the date of the Accident and have been proven to be permanent and without expectation of recovery.
4. Permanent Disablement Benefits shall not be payable in the event of Accidental Death in connection with the same Accident.
5. The sublimit stated for Permanent Disablement is applicable to any one Accident.

Benefit 2 - Personal Liability

1. We will pay up to \$25,000 for any one occurrence or in aggregate in respect of which the Insured Person become legally liable to pay as compensation in the Insured Person's capacity as a private individual for:
 - (a) Accidental death or Bodily Injury to third party;
 - (b) loss or damage to property which does not belong to the Insured Person nor is under the charge or control of Insured Person;

caused directly by the Insured Person riding on, mounting onto or dismounting from the insured Bicycle occurring anywhere in Singapore during the Period of Insurance.

2. We will not pay for:
 - (a) liability in respect of loss or damage to property belonging to or in the charge or under the control of the Insured Person.
 - (b) liability for death, injury or loss of or damage to property:
 - i. arising out of any deliberate, negligent or malicious act;
 - ii. arising from the ownership, possession or use of any mechanically propelled vehicle, lifts, elevator, motor vehicles, trailers, aircrafts, watercrafts or firearms;
 - iii. arising out of the Insured Person's employment, business or profession.
 - (c) fines, penalties, exemplary or punitive damages.

3. The aggregate amount We will pay in respect of Personal Liability arising from any one occurrence or series of occurrence in respect of any one Period of Insurance shall not exceed S\$25,000.

Benefit 3 – Bicycle Loss and Damage

1. We will pay for loss and damage to the insured Bicycle arising from:
 - (a) accidental damage,
 - (b) theft from Insured Person's registered home address.
 Occurring within the Territorial Limit, and subject to the policy terms and conditions specified below:

Insured Event	When/What is Not Covered																												
<p>Accidental Damage</p> <p>i. We will pay for damage caused by fire, storm, impact or a crash.</p> <p>ii. Subject to an Excess of S\$200 each and every claim is applicable for this benefit.</p> <p>iii. Bicycle parts covered and Benefit sub-limit:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Bicycle Part Covered</th> <th>% of Sum Insured</th> </tr> </thead> <tbody> <tr><td>Frameset</td><td>70%</td></tr> <tr><td>Front Fork</td><td>10%</td></tr> <tr><td>Rim</td><td>10%</td></tr> <tr><td>Stem</td><td>5%</td></tr> <tr><td>Cassette</td><td>5%</td></tr> <tr><td>Front Derailleur</td><td>5%</td></tr> <tr><td>Rear Derailleur</td><td>5%</td></tr> <tr><td>Aerobar</td><td>3%</td></tr> <tr><td>Handlebar</td><td>3%</td></tr> <tr><td>Shift/Brake Lever</td><td>3%</td></tr> <tr><td>Seat Post</td><td>3%</td></tr> <tr><td>Crank</td><td>3%</td></tr> <tr><td>Hub</td><td>3%</td></tr> </tbody> </table>	Bicycle Part Covered	% of Sum Insured	Frameset	70%	Front Fork	10%	Rim	10%	Stem	5%	Cassette	5%	Front Derailleur	5%	Rear Derailleur	5%	Aerobar	3%	Handlebar	3%	Shift/Brake Lever	3%	Seat Post	3%	Crank	3%	Hub	3%	<p>We will not pay for:</p> <ol style="list-style-type: none"> (a) Scratching or denting or any cosmetic damage that does not impair the function and performance of the insured Bicycle or custom part or accessory; (b) any accidental damage following abandonment; (c) loss or damage caused by or arising from misuse or abuse; (d) any process of cleaning, repairing or altering the insured Bicycle or custom part or accessory; (e) any gradual operating cause including but not limited to damage caused by wear and tear, wet or dry rot, caused by atmospheric or climatic conditions, fading, gradual deterioration; (f) rust, oxidation or corrosion; (g) mechanical breakdown; (h) structural or latent defects or flaws; (i) manufacturing or assembly defects; (j) faulty design, materials or workmanship; (k) crushing, cracking or deformation arising from tightening and/or clamping; (l) deformation and/or warping of carbon rims; (m) associated with braking and/or overheating; (n) whilst the insured Bicycle is used for commercial purpose including but not limited to hire, reward, courier service; (o) when the insured Bicycle is used for competition; (p) when the insured Bicycle is used outside of Singapore;
Bicycle Part Covered	% of Sum Insured																												
Frameset	70%																												
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Insured Event	When/What is Not Covered
	(q) when the insured Bicycle is used otherwise in accordance with all applicable local laws.
<p>Theft of the insured Bicycle</p> <p>i. We will pay for the insured Bicycle caused by theft at the Insured Person's home involving visible evidence of forcible and violent entry or exit. The Insured Person will report the theft to the police and provide Us a copy of the police report.</p> <p>ii. Subject to an Excess shown below:</p> <ul style="list-style-type: none"> ▪ A \$1,000 Excess for Bicycle value up to and including \$3,000. ▪ For Bicycle with a value of above \$3,000, an Excess of \$1,000 minimum or 30% of the Bicycle value, whichever is higher, shall be payable by Insured Person. <p>Insured Person is responsible to ensure the following security conditions:</p> <ul style="list-style-type: none"> ▪ When the insured Bicycle is kept inside the home, Insured Person needs to ensure the home is securely locked whenever it is unoccupied. ▪ Insured Bicycle left in a garage or storage area attached to Insured Person's home which can be directly accessed via an external door and/or window, these doors and/or windows must be locked. ▪ Insured Bicycle left in an outbuilding on Insured Person's home (such as a garage or a shed not attached to the home), must be fully enclosed (i.e. with walls and a roof). The walls and doors must be of robust and secure construction and the doors and windows must be securely locked. The insured Bicycle must not be visible from the outside. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> (a) Insured Person failing to comply with the security conditions detailed on left column; (b) If the insured Bicycle is stolen by someone who lives at Insured Person's home, or is at the site with Insured Person consent or the consent of someone who lives in Insured Person home (including Insured Person tenants); (c) Insured Person home which has been unoccupied for longer than sixty (60) consecutive days; (d) without clear visible evidence of forcible entry/exit to Insured Person home; (e) stolen from the D.I.Y (Do-it-Yourself) assembly garden sheds are not regarded as secured constructions under this Policy; (f) Any claim for theft where the insured Bicycle was not locked to an immovable object or, if any external door and/or window is not locked (or securely latched if the window is not lockable) at the time of the theft; (g) theft of custom part or accessory unless it was declared at the point of coverage inception date together with the insured Bicycle in the same loss event; (h) theft occurred outside of the Territorial Limit. (i) theft occurred other than the Insured Person's registered home address.

2. **Special Exclusions** - This policy does not cover insured Bicycles:
- (a) used to earn an income, such as but not limited to, delivering goods, parcels, packages or other types of courier services;
 - (b) used for carrying passengers;
 - (c) used by or in the care of any person;
 - (d) used for competition

General Exclusions

We will not pay for any loss, damage or injury, or other contingency which is in any way due to:

1. War, Invasion and Civil Commotion

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war and
- (b) civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

2. Nuclear Risks

- (a) Any injury or any loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission; and
- (c) Any Accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed by or arising from nuclear weapons material.

3. Gross Negligence, Criminal, Dishonest, Fraudulent, Malicious, Reckless or Wilful Conduct

Any loss, damage or injury arising from or contributed to by negligence, criminal dishonesty, fraudulence, any malicious, reckless or wilful act or omission committed by Insured Person.

4. Excluded Activities

Any activity not relating to the use of insured Bicycle.

5. Abnormal Conditions/State of Emergency

Any loss, damage or other contingency happened during the existence of abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences except to the extent that the Insured Person shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions or state of emergency as declared by the local authorities.

6. Consequential Loss

Consequential losses or damages of any kind.

7. Acts of Terrorism

Any loss, damage, cost or expense or consequential to the loss however caused or contributed by, resulting from or in connection with:

- (a) Any act of terrorism, notwithstanding any provision to the contrary within this Policy or any Endorsement thereto;
- (b) Any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

8. Sanction Clause

We shall not be deemed to provide cover and We shall not 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 the Company to any sanction, prohibition or restriction under United Nation resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9. Pre-existing conditions

Any pre-existing physical defect or infirmity, pregnancy, childbirth, abortion, miscarriage or any complication thereof.

10. Wilful or Intentional Acts

Any wilful or intentional acts of the Insured, suicide pacts or agreements or complications of suicide or attempted suicide, provoked homicide or assault or self-inflicted injury.

11. Intoxication

Any intoxication by alcohol or drugs not prescribed by a Medical Practitioner.

12. Mental and Nervous Disorders

Any mental and nervous disorders, including but not limited to insanity.

13. Wear and Tear

Any losses or damages arising or resulting from the wear and tear of the Insured Bicycle.

14. Human Immunodeficiency Virus

Any condition, losses or damages resulting from a complication of infection with Human Immunodeficiency Virus ("HIV"), any variance including Acquired Immune Deficiency Syndrome ("AIDS"), and AIDS Related Complications ("ARC"), or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC.

15. Other Exclusions

All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) the Insured taking part in naval, military, air force, police force, fire service department or any armed forces operation or any armed occupation. This exclusion also applies to national service men and reservists undergoing peacetime military training and exercises;
- (b) engagement in a sport as an occupation and/or in a professional capacity and/or where the Insured Person would or could earn income or remuneration from engaging in such sport; or
- (c) expiry of the CycleLogy Bike Subscription Service;
- (d) Non-premium payment.

16. Cyber Risks Exclusion Clause:

(a) Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:

- i. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- ii. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by perils of Fire and Explosion.

(b) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the

costs of copying the Electronic Data from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

Electronic Date Exclusion

We will not pay for any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to

- i. correctly recognize any date as its true calendar date;
- ii. capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- iii. capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date;

Subject otherwise to the Terms of the Policy.

General Conditions (Applicable to all Sections)

1. Residential Qualification

In the event of change of residence, Insured Person shall notify Us in writing and the Insurance shall be terminated with effect from the date Insured Person leave Singapore. For this purpose, change of residence means living or intending to live outside Singapore in excess of twelve (12) consecutive calendar months.

2. Medical Expense Reimbursement

This Policy does not cover medical expense reimbursement.

3. Free Look Period

This Policy does not provide for free look period.

4. Period of Cover and Renewal

This Policy shall become effective as of the date stated in the Schedule. The Policy Renewal date shall be after the effective date and subject to the agreed upon a subscription period specified in the Bike Subscription Service. Any change in the renewal premium shall be notified in writing at least thirty (30) days before change is in effect. The Policy is renewable at Our option.

5. Misrepresentation/Fraud

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claims 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 Insurance shall be void.

6. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this Insurance product. Cancellation of the portfolio as a whole shall be given by written notice to Insured Person at least thirty (30) days before the cancellation and We will run off all Policies to expiry of the period of cover within the portfolio.

7. Payment of Benefit

Any Benefit payable under this Policy shall be paid to Insured Person or Insured Person nominated beneficiary, if any, as stated in the Schedule or otherwise to Insured Person estate. Any receipt by Insured Person or Insured Person nominated beneficiary or estate of any Benefit payable under this Policy shall in all cases be deemed final and complete discharge of all of Our liabilities in respect of such Benefit.

8. Claim Procedures

- (a) All claims and relevant supporting documents must be notified to Us as soon as possible but not later than thirty (30) days after any event which may entitle Insured Person to claim under this Policy.
- (b) Any documents or evidence required by Us to verify the claim shall be provided by Insured Person at Insured Person own expense.
- (c) Any medical examination required by Us to verify the claim shall be at Our expense.

9. Incomplete Claims

Claims are not deemed complete and eligible benefits are not payable unless all bills for such claims have been submitted and agreed by Us. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at Our sole discretion.

10. Subrogation

If We shall become liable for any payment under this Insurance, We shall be subrogated to the extent of such payment to all Insured Person rights and remedies against any party and shall be entitled at Our own expense to sue in Insured Person name. Insured Person shall give or cause to be given to Us all such assistance in Insured Person power as We shall require to secure the rights and remedies and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively to bring suit in Insured Person name.

11. Interest and Currency

No amount payable under this Policy shall carry any interest. Premiums and benefits payable under this Policy shall be in Singapore Dollars (SGD).

12. Other Insurance

No person shall be covered under more than one such identical personal accident Policy issued by Etiqa Insurance Pte. Ltd. In the event Insured Person are covered under more than one such Policy, We shall consider Insured Person to be Insured under the Policy which was issued first (where the benefits provided under each such Policy are identical) or which provides the greatest amount of Benefit and We shall refund any duplicated premium payment which may have been made by Insured Person or on Insured Person behalf.

13. Notice of Trust or Assignment

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this Policy.

14. Legal Proceedings

No action at law or in equity shall be brought to recover on the Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If Insured Person fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of this Policy, Insured Person may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at Our sole and entire discretion. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

15. Alterations

We reserve the right to amend the terms and provisions of this Policy by giving thirty (30) day prior notice in writing by ordinary post to Insured Person last known address in Our records, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed thereon.

16. Contract (Rights of Third Parties) Act 2001

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

17. Termination of Policy

(a) Termination by the Insured

Insured Person may terminate the policy any time prior to expiry by giving Us seven (7) days' notice in writing.

(b) Automatic Termination

This Insurance shall be terminated:

- i. upon the death of the Insured Person; or
- ii. if the Insured Person ceases to be eligible on the grounds of Age, and/or Residential Qualification; or
- iii. upon full payment of Benefit 1 or 2.

(c) Termination by Us

We may give notice of termination hereof by registered post to Insured Person at Insured Person last known address. Such termination shall become effective after thirty (30) days following the date of such notice.

(d) Premium Position Upon Termination

In the event of termination of this policy by Us, the proportionate part of any premium received in respect of the unexpired period of the Policy will be refunded to Insured Person. In the event of termination of this policy by Insured Person beyond the free look period, the proportionate part of any premium received in respect of the unexpired period of the Policy will not be refunded to Insured Person.

(e) Effective Time of Termination

This Policy shall terminate at 12:01am Singapore Time on the relevant date specified in the occurrence date of any events specified herein, Schedule or Endorsement.

18. Governing Law

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

Disputes Resolution

Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd (“FIDReC”). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

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).

Personal Data Use

Any information collected or held by Us whether contained in this Policy application or otherwise obtained may be used and/or disclosed to Our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to You or the Insured Person application, any policy issued and to provide advice or information concerning products and services which We believe may be of interest to, and to communicate with You or the Insured Person for any purpose. Any personal data may also be used for audit, business analysis and reinsurance purposes.

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