

# POLICY WORDING Etiqa Solitaire Protect Insurance



# **Etiqa Solitaire Protect Insurance**

#### **Important Notice**

In accordance with Section 23(5) of the Insurance Act 1966, We would remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

## **General Terms**

- 1. This Policy, Schedule, Endorsement, application, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this Insurance shall be the basis and forms part of this contract.
- 2. This Policy, Schedule, Endorsement application, proposal form, declaration and attached papers together with other statements in writing, if any, are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
- 3. We shall provide the respective insurance in the terms set out this Policy, provided that You pay the premium in full and We agree to accept it.
- 4. 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 You shall not be able to claim under this Policy.
- 5. Any word denoting a singular pronoun shall also mean to include the plural.
- 6. You may inform Us in writing within the Free Look period if You decide to cancel the cover during the Free Look period. In such an event, You will receive a full refund of the premium paid to Us provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

#### Eligibility

To be eligible under this Insurance, You must be a Singapore Citizen, or a permanent resident of Singapore, or a foreigner with valid Work Permit or Employment Pass or Dependant's Pass or Long-Term Visit Pass of at least seventeen (17) years of age and not more than seventy (70) years of age on the Effective Date of Insurance. The policy shall be renewed up to the maximum age of seventy-five (75) years subject to Our satisfaction on Your state of health.

#### Payment Before Cover Warranty (Applicable to Individual Policyholders Only)

- 1. The premium due must be paid to the Insurer on or before the inception date or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer when one of the following acts takes place:
  - a) Cash or honoured cheque for the premium is handed over to the Insurer;
  - 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 Insurer is made through an electronic medium including the internet.

Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K) One Raffles Quay, #22-01 North Tower, Singapore 048583 T+65 6336 0477 www.etiqa.com.sg



2. In the event that the total premium due is not paid to the Insurer 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.

# Premium Basis & Adjustment

Your premium shall be based upon Your attained age 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 You of the change in writing at least seven (7) days before Your premium is increased or varied by Us.

## **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.

**Bodily Injury** means injury sustained by an Insured during the period of insurance and is caused by an Accident solely and independently of any other causes within fifty-two (52) weeks from the date of such Accident.

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.

Hospital means any institution which fully meets all of the following criteria:

- a) maintains permanent and full-time facilities for care of overnight resident patients; and
- b) has diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners; and
- c) continuously provides twenty-four (24) hours a day nursing service supervised by qualified nurses; and
- d) is not, other than incidentally, a mental institution or a place for rest or a place for the aged, drug addicts or alcoholics.

**Hospital Confinement** means an admission or a series of admissions from the same cause except that if admissions from the same cause are separated by twelve (12) months or more then each such admission shall constitute a separate Hospital Confinement.

**Infectious Disease** shall mean the definitive diagnosis of any of the following infectious diseases by a qualified/registered Medical Practitioner during the period of insurance and is supported by acceptable clinical, radiological, histological and laboratory evidence:

- 1) Hand, foot and mouth disease (HFMD)
- 2) Dengue fever (DHF)
- 3) Avian influenza or 'bird flu' due to influenza A viral strains H5N1, H9N2, H7N7, H7N9 or H1N1
- 4) Mumps
- 5) Rubella
- 6) Tuberculosis
- 7) Measles



- 8) Malaria
- 9) Anthrax infection
- 10) Yellow fever
- 11) Plague
- 12) Melioidosis or 'soil disease'
- 13) Rabies
- 14) Legionnaires' disease
- 15) Chikungunya
- 16) Nipah viral encephalitis
- 17) Japanese viral encephalitis
- 18) Variant Creutzfeldt-Jakob disease (vCJD) or 'mad cow disease'
- 19) Severe acute respiratory syndrome (SARS)
- 20) Middle-East respiratory syndrome coronavirus (MERS-CoV)
- 21) Zika virus
- 22) Group B Streptococcusin infection Type III GBS ST283

**Insured** means the person(s) named in the Schedule whom We provide the coverage for. The Insured does not have any rights to the Policy, unless he is also 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 (1) 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 license and training. This cannot be You, Your Family Member or relative, business partner, employer, employee or agent.

#### Medically Necessary shall mean a medical service which is:

- a) consistent with the diagnosis and customary medical treatment for a covered disability; and
- b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits ; and
- c) not for the convenience of the Insured or the physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient); and
- d) not of an experimental, investigational or research nature, preventive or screening nature; and
- e) for which the charges are fair, reasonable and customary for the disability.

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

Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K)



**Permanent Disablement** means one of the items of disability listed in the scale of compensation under Section 2 and 12, and which was caused only by an Accident or contraction of an Infectious Disease, as long as:

- a) the disability lasts for twelve (12) months consecutively from the date of the Accident or date of diagnosis of the Infectious Disease; and
- b) our Medical Practitioner confirms that it is not going to improve after twelve (12) months.

**Physiotherapist** means a registered and legally qualified physiotherapist by a medical degree in western medicine and authorised by the medical licensing authority of that country to provide physiotherapy services within the scope of their license and training. This cannot be You, Your Family Member or relative, business partner, employer, employee or agent.

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

- a) You 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.

Prohibited Person means a person or entity who is, or who is related to a person or entity:

- a) Subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict us from providing insurance or carrying out any transaction under this policy; or
- b) Who is involved in any terrorist or illegal activities or placed on sanction listing or issued with freezing order.

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

**Temporary Total Disablement** means a Bodily Injury which directly results in a state of incapacity that prevents you from engaging in the usual gainful employment or employment temporarily.

**Traditional Chinese Medical (TCM) Practitioner** means a licensed or registered Traditional Chinese Medical Practitioner with the Traditional Chinese Medicine Practitioners Board in Singapore, engaging in the practice of traditional Chinese medicine and/or acupuncture (including bonesetter or chiropractor). This cannot be You, your Family Member or travelling companion, partner, business partner, employer, employee or agent.

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

**Waiting Period** means the period from the Effective Date of Insurance before the Benefit(s) can be payable.

You / Your / Insured means the Insured named in the Schedule.



Table of Benefits				
Benefits	Silver	Gold	Platinum	
Section 1 – Accidental Death	S\$100,000	S\$150,000	S\$200,000	
Section 2 – Permanent Disablement due to Accident	S\$100,000	S\$150,000	S\$200,000	
Section 3 – Accidental Medical Expenses Reimbursement	S\$2,000	S\$6,000	S\$8,000	
a) Outpatient Medical Expenses (Sub- limit for TCM: up to S\$150 per visit and S\$1,000 per Accident)	S\$500	S\$1,500	S\$2,000	
<ul> <li>b) Inpatient Medical Expenses due to Bodily Injury</li> </ul>	S\$500	S\$1,500	S\$2,000	
c) Inpatient Medical Expenses due to Infectious Disease	S\$1,000	S\$3,000	S\$4,000	
Section 4 – Accidental Death due to Covid-19	S\$3,000	S\$3,000	S\$3,000	
Section 5 – Daily Hospital Cash	S\$100 per day, up to 180 days	S\$200 per day, up to 180 days	S\$300 per day, up to 180 days	
Section 6 – Credit Relief	S\$10,000	S\$20,000	S\$30,000	
Section 7 – Broken Bones	S\$5,000	S\$8,000	S\$10,000	

#### **Benefits**

#### Section 1 – Accidental Death

We shall pay the Benefit Amount in accordance to the Schedule of Benefits stated under Your plan if during the Period of Insurance, You sustain Bodily Injury which results in Accidental Death within twelve (12) months from the date of Accident.

The Accidental Death Benefit will be doubled if You are travelling in a public conveyance outside Singapore at the time of Accidental Death or Injury.

We will not pay for the benefit under Section 1 if We have already done so under Section 2.

#### Section 2 – Permanent Disablement due to Accident

If during the Period of Insurance, You sustain Bodily Injury which results in Permanent Disablement within twelve (12) months from the date of Accident, We shall pay You up to the maximum limits stated under Your plan as specified under Section 2 of the table of benefits using the scale of compensation table as shown below.



#### **Scale of Compensation**

Description of Disablement	Percentage of sum insured as shown under Section 2 in the table of benefits of Your Plan		
<ol> <li>Permanent Total Paralysis or complete insanity or injuries resulting in being permanently bedridden</li> </ol>	100%		
2. Permanent Total Loss of sight of both eyes or use of both hands or both feet or combination of these	100%		
3. Permanent Total Loss of speech	100%		
4. Permanent Total Loss of hearing in both ears	100%		
5. Permanent Total Loss of sight of one eye or use of one limb	50%		
6. Permanent Total Loss of hearing in one ear	20%		
7. Permanent Total Loss of use of a shoulder, elbow, hip, knee, ankle or wrist	15%		
8. Permanent Total Loss of use or loss by amputation of:			
i. One thumb	15%		
ii. One forefinger	10%		
iii. Any other finger or one big toe	5%		
iv. Any other toe	2%		

#### **Conditions Applicable to Section 2:**

- 1) If Benefit is claimed for:
  - a) Permanent total loss or loss of use of a limb, then no Benefit Amount shall be paid for the loss of parts of that limb.
  - b) Permanent loss of use of parts of a limb, then the total amount payable shall not exceed the Benefit Amount payable for permanent total loss of that limb.
- 2) If Benefit is claimed for more than one form of Permanent Disablement sustained in any one (1) Accident, then the total amount payable shall not exceed the Benefit Amount payable for Permanent Total Paralysis or complete insanity or injuries resulting in being permanently bedridden.
- Before We pay any benefits under Section 2, Permanent Disablement shall have lasted twelve (12) months 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) If total amount of Benefit has been paid under Section 1 or Section 2 (1) to (4), this Policy shall therefore cease to apply to the Insured on whom the claim was paid.

The limit/sub-limit stated in Section 2 for each item is applicable to any one (1) Accident.



#### Section 3 – Accidental Medical Expenses Reimbursement

#### **Outpatient Medical Expenses**

If You sustain Bodily Injury during the Period of Insurance which requires medical treatment at a certified/registered clinic or hospital, We will reimburse the medical expenses incurred up to the limits specified in the schedule of benefits stated under Your plan or up to a period of twelve (12) months from the date of accident, whichever comes first.

For medical treatment by a certified/registered Traditional Chinese Medical Practitioner, we will reimburse the medical expenses incurred up to a sublimit of S\$150 per visit and S\$1,000 per Accident.

#### **Inpatient Medical Expenses**

If You need to be hospitalised due to:

- a) Bodily Injury sustained during the Period of Insurance, and/or
- b) any Infectious Diseases,

We will reimburse the medical expenses incurred as a consequence thereof up to the limits specified in the table of benefits stated under Your plan, subject to original receipt being provided.

#### **Conditions Applicable to Section 3:**

- 1. Total Benefit claimed for both Outpatient Medical Expenses and Inpatient Medical Expenses in connection with the same Accident shall not exceed the limits specified in the schedule of benefits stated under Your plan.
- 2. Inpatient Medical Expenses due to Infectious Disease excludes claims where diagnosis of Infectious Diseases is made within a fourteen (14) day Waiting Period from the inception date of this policy. The reimbursement of medical expenses for any of the covered Infectious Diseases under Inpatient Medical Expenses is subject to the submission of blood test results with confirmed diagnosis as proof of claim in addition to the other evidence as required by Us.
- 3. The limit/sub-limit stated in Section 4 is applicable to any one (1) Accident or any one (1) Infectious Disease.

#### Section 4 – Accidental Death due to Covid-19

We shall pay the Benefit Amount in accordance to the Schedule of Benefits stated under Your plan if during the Period of Insurance, You sustain a Covid-19 infection which results in Accidental Death within twelve (12) months from the date of infection, subject to the submission of Covid-19 test results with confirmed diagnosis as proof of claim in addition to other evidence as reasonably required by Us.

#### **Conditions Applicable to Section 4:**

Accidental Death due to Covid-19 excludes claims where diagnosis of Covid-19 is made within a fourteen (14) day Waiting Period from the inception date of this policy.

#### Section 5 – Daily Hospital Cash

If You sustain Bodily Injury due to an Accident during the Period of Insurance and become hospitalized as a result of this, We will pay You in accordance to the schedule of benefits stated under Your plan for each completed twenty-four (24)-hour period that You are confined in a Hospital as a result of this Accident, up to a maximum of one hundred and eighty (180) days of Hospital confinement, subject to the medical report and original receipt being provided.

For the avoidance of doubt, the limit stated in Section 5 is applicable to any one (1) Accident.



#### Section 6 – Credit Relief

If during the Period of Insurance, You sustain Bodily Injury which results in Accidental Death within twelve (12) months from the date of Accident, We shall pay for Your outstanding credit and/or mortgage loan(s) with the relevant bank that is regulated with the Monetary Authority of Singapore, up to the Benefit Amount in accordance to the Schedule of Benefits stated under Your Schedule, subject to the original credit and/or loan documents being provided.

#### Section 7 – Broken Bones

If You break a bone(s) listed in the Scale of Compensation below as a result of Bodily Injury and a Medical Practitioner certifies this, We will pay You according to the percentage limit specified in the Scale of Compensation below, up to the Benefit Amount in accordance to the Schedule of Benefits stated under Your Schedule, subject to the medical report and original receipt being provided.

#### Scale of Compensation

Description of Broken Bone(s)	Percentage of sum insured as shown under Section 7 in the table of benefits of Your Plan
1. Neck or Spine	100%
2. Hip or Pelvis	75%
3. Skull, Shoulder Blade, Sternum, Upper Arm or Thigh	50%
4. Lower Leg, Knee, Ankle, Elbow, Collarbone or Jaw	30%
5. Lower Arm or Wrist	25%
6. Foot, Hand or Cheekbone	20%
7. Vertebrae or Rib	12.5%
8. Nose	3%
9. Toe, Thumb or Finger	2.5%

For the avoidance of doubt:

- a) The total Benefit Amount payable in respect of all categories of loss shall not exceed one hundred percent (100%) of the benefit amount specified in Your Policy Schedule for any event. In the event the loss exceeds one hundred percent (100%) of the benefit amount specified in Your Policy Schedule, the coverage shall terminate immediately;
- b) If a Benefit Amount is payable for fracture of a whole member of the body, then benefit amount for parts of that member cannot also be claimed; and
- c) Any existing fracture or disablement will not be taken into account in assessing the Benefit Amount payable.



# **Free Policy Extensions**

#### 1. Sedentary Work / Off-Duty Cover

If You are employed under any of the excluded occupations stated under General Exclusion, You shall still be covered under this Policy provided that:

- a) You are employed to do sedentary/desk-bound duties only; or
- b) You are off-duty at the time of the Accident and the Bodily Injury does not arise in the course of Your employment or any activity related to Your employment.

#### 2. Suffocation by Smoke, Poisonous Fumes, Gas or Drowning

Any result sustained by You due to suffocation by smoke, poisonous fumes, gas or drowning shall be deemed to be Bodily Injury covered under this Policy provided that such Bodily Injury does not arise in the course of Your employment or out of Your neglect, wilful or intentional act.

#### 3. Disappearance

If You disappear and after a period of twelve (12) consecutive months Your body cannot be found, and sufficient evidence is provided that leads Us to believe that You have died as a result of an Accident, We will pay the Accidental Death Benefit. If at any time after the payment, this belief is incorrect, then the amount paid must be repaid to Us.

#### 4. Riot, Strike, Civil Commotion

This Policy covers death or disablement sustained by the Insured as a result of riot, strike, civil commotion, hijack, murder or assault. Provided that such injury does not arise out of the Insured's own participation, collaboration or provocation of such act.

#### 5. Peace Time Reservist Training

This Policy covers injury sustained in the course of peacetime reservist training within Singapore.

#### 6. Food Poisoning

This Policy covers accidental food poisoning and We will pay You up to the limit shown in the relevant section as shown in the Table of Benefits, provided that such event does not arise due to the Insured's deliberate act.

#### 7. Insect or Animal Bites

This Policy covers bites, stings, attacks or such similar event from an insect or animal and We will pay You up to the limit shown in the relevant section as shown in the Table of Benefits. For the avoidance of doubt, any illness, disease, bacterial or viral infections which is considered by a Medical Practitioner to be contracted by the Insured as a result of such bite, sting, attack or such similar event by an insect or animal shall be deemed as a Bodily Injury for the purposes of this Benefit extension.

#### General Exclusions (Applicable to All Sections)

We shall not pay for any Benefit under this Policy caused by or contributed by or related to any of the following:

- 1. any pre-existing physical defect or infirmity, pregnancy, childbirth, abortion, miscarriage or any complication thereof; or
- 2. any medical or physical conditions arising within the first seven (7) days of the Effective Date of Insurance or reinstatement date of the Policy whichever is later except for Accidental injuries; or
- 3. any treatment or surgical operation for congenital conditions; or
- 4. any condition which is or results from erectile dysfunction and tests or treatment related to impotence or sterilization; or



- 5. 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; or
- 6. any condition which is or results from intoxication by alcohol or drugs not prescribed by a Medical Practitioner; or
- any condition, which is or results from or a complication of infection with Human Deficiency Syndrome ("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; or
- 8. mental and nervous disorders, including but not limited to insanity; or
- 9. any condition which is or results from a complication of venereal disease; or
- 10. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos; or
- 11. any condition sustained whilst engaging in flying or other aerial activities other than in a fully licensed passenger carrying power driven aircraft as a passenger but not:
  - a) as a member of the Aircrew and Airline personnel while flying in the course of occupation; or
  - b) for the purpose of any trade or technical operation in or on the aircraft; or
- 12. 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 does not apply to national service men and reservists undergoing peacetime military training and exercises, including travelling in military vehicles; or
- 13. the Insured engaging in diving, mining, logging, sawmilling, wood working, underground works, explosive making or handling or custodians or blasters, gas manufacturing or whilst on duty as a ship crew or fisherman; or
- 14. war, invasion, act of foreign enemy, hostilities or warlike (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition or destruction of or damage to property under the order of any government, public or local authority or martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or
- 15. ionizing radiations or contamination by radio-activity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or nuclear weapons or materials. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission; or
- 16. engagement in a sport as an occupation and/or in a professional capacity and/or where the Insured would or could earn income or remuneration from engaging in such sport; or
- 17. racing risks of any kind other than racing on foot, swimming and racing in dinghies; or
- 18. any Infectious Disease diagnosed within fourteen (14) days from the Effective Date of Insurance; or
- 19. any Infectious Disease which is announced or notified as an epidemic or pandemic by the Ministry of Health (MOH) or the Government of the Republic of Singapore; or a pandemic by the World Health Organisation (WHO). The cover for the epidemic or pandemic Infectious Disease shall cease from the date of such announcement or notification.



# **General Conditions (Applicable To All Sections)**

#### 1. Residential Qualification

In the event of change of residence, You shall notify Us in writing and the Insurance shall be terminated with effect from the date You 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. Overseas Travel / Medical Treatment

- Unless otherwise specified, We shall not pay any Benefit whilst You are overseas:
- a) if the event which may give rise to claim occurs on the purpose of business, study or vacation for a period exceeding four (4) consecutive weeks in any one Period of Insurance; or
- b) to seek medical treatment (even though such treatment shall be upon the requirement of attending Medical Practitioner) if such treatment is available locally.

#### 3. Period of Cover and Renewal

This Policy shall become effective as of the date stated in the Schedule. The Policy renewal shall be one (1) year after the effective date. The Policy is renewable at Our option. Renewals with no break in coverage are not subject to the seven (7) day Waiting Period for medical or physical conditions.

#### 4. Misstatement of Age

If the age of the Insured has been misstated and the premium paid as a result thereof is insufficient, any claim payable under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year. Any excess premium, which may have been paid as a result of such misstatement of age, shall be refunded without interest.

#### 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. Change of Occupation

If You engage in any occupation in which a greater risk may be incurred than in the occupation disclosed in the application for this Policy without first notifying and obtaining Our written agreement (which may be subject to the payment of such reasonable additional premium as We may require as the consideration for such agreement), We will not pay nor be liable for any claim in respect or arising out of or in the course of such occupation.

#### 7. Occupation Class

We reserve the right to cancel this Policy from the Effective Date of Insurance should an incorrect occupational class be indicated.

#### 8. 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 You at least seven (7) days before the cancellation and We will run off all Policies to expiry of the period of cover within the portfolio.

#### 9. Payment of Benefit

Any benefit payable under this Policy shall be paid to You or Your nominated beneficiary, if any, as stated in the Schedule or otherwise to Your estate. Any receipt by You or Your 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.



#### 10. Claim Procedures

- a) All claims and relevant supporting documents must be notified to Us as soon as possible but not later than seven (7) days after any event which may entitle You to claim under this Policy.
- b) Any documents or evidence required by Us to verify the claim shall be provided by You at Your own expense.
- c) Any medical examination required by Us to verify the claim shall be at Our expense.

#### 11. 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.

#### 12. Subrogation

If We shall become liable for any payment under this Insurance, We shall be subrogated to the extent of such payment to all Your rights and remedies against any party and shall be entitled at Our own expense to sue in Your name. You shall give or cause to be given to Us all such assistance in Your 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 Your name.

#### 13. 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).

#### 14. Other Insurance

No person shall be covered under more than one such identical personal accident Policy issued by Us. In the event You are covered under more than one such Policy, We shall consider You 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 You or on Your behalf.

#### 15. 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.

#### 16. 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 You fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of this Policy, You may, within a grace period of one (1) 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.

#### 17. Alterations

We reserve the right to amend the terms and provisions of this Policy by giving seven (7) day prior notice in writing by ordinary post to Your 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.

#### 19. Rights of Third Parties

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.



#### 20. Termination of Policy

- a) Automatic Termination
  - This Insurance shall be terminated:
  - i) upon the death of the Insured; or
  - ii) if the Insured ceases to be eligible on the grounds of Age, change of occupation and/or Residential Qualification; or
  - iii) upon full payment of benefit under Sections 1, 2(1) to 2(4).
- b) Termination by Us

We may give notice of termination hereof by registered post or email address to You at Your last known address or email address. Such termination shall become effective after seven (7) days following the date of such notice.

c) Premium Position Upon Termination

This policy may be cancelled at any time at Your request in writing to Us and We will refund 80% of the pro-rata premium for the unexpired period, subject to a minimum retention amount of \$50 + GST, provided no claims have been made under the policy.

 d) 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.

#### 21. Governing Law

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

#### 22. Prohibited Person Limitation and Exclusion

If You are or any relevant person is found to be a Prohibited Person:

- a) We are entitled not to accept the application; and
- b) If any policy is issued, We are entitled to end/terminate the policy, not pay any benefit or not allow any transaction to be carried out under the policy. We will not refund any unutilised premium when the policy is ended/terminated.

You will need to inform us immediately if there is any change in Your or any relevant person's identity, status or identity documents.

Our decision in respect of this exclusion will be final.

# **Dispute 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 Owner's 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 Your 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 Your application, any policy issued and to provide advice or information concerning products and services which We believe may be of interest to You and to communicate with You for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.