

Personal Accident Plan for Public Transport

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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 form 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. Provided that You pay the Premium in full and We agree to accept it, We shall provide the respective Insurance in the terms set out in this Policy.
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.

Eligibility

To be eligible under this Policy:

- a) The Insured named in the Schedule must be a Singapore citizen, a permanent resident of Singapore or a foreigner with a valid WorkPass, Student Pass, Dependant's Pass or Long-Term Visit Pass.
- b) The Insured named in the Schedule must be at least ten (10) years of age and not more than seventy (70) years of age on the Effective Date of Insurance.
- c) If the Insured is younger than eighteen (18) years of age on the Effective Date of Insurance, the Insured must be:
 - I. a legal child including stepchild and/or legally adopted child of the Policy Owner;
 - II. wholly dependent on the Policy Owner for financial support and not gainfully employed in any way; and
 - III. unmarried.

The Policy Owner must be at least eighteen (18) years of age.

General Definitions

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

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

Accident/Accidental means a sudden, unforeseen and unplanned event causing Bodily Injury that is violent, external and visible in nature. It is not caused by sickness, disease or gradual physical or mental changes.

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

Bodily Injury means injury sustained by an Insured from an Accident.

Doctor means a licensed person who is qualified by degree in western medicine to practice medicine. The license is given by the appropriate medical authority of his country of residence to practise medicine within his scope of licensing and training. This cannot be You the Insured, a Family Member or a relative.

Effective Date of Insurance means the effective date on the Schedule which We start to cover You.

Endorsement means the written evidence of the agreed changes and specific conditions to this Policy.

Family Member means an Insured's Spouse, parent, parent-in-law, grandparent, child, brother or sister.

Insured means the person named in the Schedule whom We provide the coverage for. The Insured does not have any right to the Policy, unless he is also the Policy Owner.

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

Pre-Existing Medical Condition means:

- a) any condition for which a Doctor was consulted on or for which treatment or medication was prescribed prior to the Effective Date of Insurance; or
- b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the Effective Date of Insurance.

Premium(s) is the amount of money that You pay to Us to keep this Policy in force so You may claim for the Benefits.

Policy means the Policy as it exists, including the supplementary terms and any Endorsement made to it, without any optional supplementary contract/rider.

Policy Owner is the person named as the owner in the Schedule or any Endorsement issued by Us. The Policy Owner has full rights on the Policy.

Public Transport means any transport operated by a licensed carrier to transport fare-paying passengers within Singapore. This includes bus, ferry, ship, train, taxis and tram.

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

Accidental Total and Permanent Disability (TPD) is a disability that lasts continuously for at least twelve (12) consecutive months, which the Doctor considers permanent and expects it to last throughout the lifetime of the Insured. This means one of the following:

- i. A disability where the Insured whose age is between eighteen (18) years of age and seventy (70) years of age cannot perform any work or occupation, or
- ii. A disability where the Insured suffers from any of these:
 - Total and irrecoverable loss of sight in both eyes; or
 - Loss of two or more limbs, each above the wrist or ankle; or
 - Total and irrecoverable loss of sight in one eye and loss of one limb at or above the wrist or ankle.
- iii. A disability where the life Insured cannot do at least three (3) out of six (6) Activities of Daily Living without physical help from another person or mechanical equipment.

The six (6) Activities of Daily Living are:

Washing - The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash by other means.

Dressing - The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.

Feeding - The ability to feed oneself food after it has been prepared and made available.

Toileting - The ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.

Mobility - The ability to move indoors from room to room on level surfaces.

Transferring - The ability to move from a bed to an upright chair or wheelchair, and vice versa.

- iv. A disability where the life Insured has to be confined to a home, a hospital or other institution in order to receive constant care and medical attention.

If the life Insured is unemployed at the time of disability, then only (ii) and (iii) shall apply. If the life Insured suffers from TPD before reaching eighteen (18) years of age, only definitions (ii) and (iv) shall apply.

Benefits

The aggregate of all Benefits payable for each Insured under this Policy shall not exceed \$150,000.

Table Of Benefits	
Benefits Section	
Section 1 – Accidental Death	\$150,000
We shall pay the Benefit amount if during the Period of Insurance, You have sustained Bodily Injury which results in Accidental Death while travelling in a Public Transport within Singapore as a fare-paying passenger. Accidental Death must occur within fifty two (52) weeks from the date of Accident.	
Section 2 – Accidental Total and Permanent Disability	\$150,000
We shall pay the Benefit amount if during the Period of Insurance, You have sustained Bodily Injury which results in Total and Permanent Disability while travelling in a Public Transport within Singapore as a fare-paying passenger. Total and Permanent Disability must occur within fifty two (52) weeks from the date of Accident.	

If the Insured is younger than eighteen (18) years of age on the Effective Date of Insurance, the Insured shall be entitled to only 50% of the above stated Benefits.

General Exclusions

This Policy does not cover, and the Company will not in any event be liable to pay any Benefit or indemnify the Insured in respect of any loss which is, directly or indirectly, caused by, as a consequence of, arises in connection with or is contributed to by any of the following:

1. All claims and losses arising whilst the Insured:
 - a) is outside of Singapore; or
 - b) not travelling in a Public Transport within Singapore as a fare-paying passenger.
2. Pre-Existing Medical Conditions or physical defects.
3. Any illegal, wilful or intentional acts of the Insured while sane or insane, suicide, self-inflicted injury, suicide pacts or agreements or any attempts thereat provoked homicide or assault.
4. Any condition which results from or is a complication of pregnancy, childbirth, miscarriage or abortion, intoxication by alcohol or drugs not prescribed by a Doctor.
5. Declared or undeclared war or any act of war, invasion, foreign enemy, civil war, rebellion, revolution, hostilities, insurrection, any military or usurped power.
6. Sickness, disease, bacterial or viral infection, even if contracted by Accident, other than bacterial infection that is the direct result of an Accidental cut or wound.
7. Nuclear reaction, radiation, or radioactive contamination.
8. Any act of terrorism. For this purpose, 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 organization(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.
9. The Insured taking part in naval, military, air force, police force, civil defence personnel, fire service department or any armed forces operation or any armed occupation, other than for reservist training under Section 14 of the Enlistment Act, Chapter 93 of Singapore.
10. The Insured Person engaging in, any speed contest or racing (other than on foot) or any professional competition or sports.

General Conditions

1. **Geographical Limits**
The coverage as afforded under this Policy is twenty four (24) hours a day within Singapore only.

- 2. Free Look Period**

You have fourteen (14) days from the date You receive this Policy to examine the terms and conditions of the Policy and may cancel the Policy within the foregoing 14-day period by written request to Us in which case premiums paid will be refunded, if a claim has not been made under the Policy. If the Policy is sent by post, it is deemed to have been delivered in the ordinary course of post. Where the Policy is so cancelled, We will have no liability whatsoever under the cancelled Policy and We will be entitled to recover any expense incurred by Us in underwriting the Policy. This provision is not applicable to any policies with Period of Insurance of less than a year and renewals.
- 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 year after the Effective Date of Insurance and annually thereafter. On each such renewal, the Policy is renewable at the Premium rates in effect at that time and any change in the renewal Premium shall be notified by writing at least thirty (30) days before change is effected. The Policy is renewable at Our option.
- 4. Termination**

Any cover under this Policy shall automatically terminate on the earliest of the following events:

 - a) death of the Insured.
 - b) full payment of Accidental Total and Permanent Disability Benefit to the Insured.
 - c) expiry of the Policy at the end of the Period of Insurance.
 - d) Policy Owner writing in to terminate the Policy by giving Us seven (7) days' notice. There will be no refund of Premium for the unexpired period of the Policy.
 - e) We give notice of termination by registered post to the Policy Owner at his last known address. Such termination shall become effective after thirty (30) days following the date of such notice.
- 5. Other Insurance**

No person shall be covered for more than one (1) Personal Accident Plan for Public Transport or its equivalent product issued by Us. In the event the Insured is covered for more than one (1) such Policy, We shall consider that person to be Insured under the Policy which was issued first (where the Benefit 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 or on behalf of that Insured.
- 6. Alterations**

We reserve the right to amend the terms and provisions of this Policy by giving thirty (30) days prior notice in writing by ordinary post to the Policy Owner 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.
- 7. Portfolio Withdrawal Condition**

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this product. Cancellation of the portfolio as a whole shall be given by written notice to the Policy Owner at least thirty (30) days before the cancellation and We will run off all Policies to expiry of the Period of Insurance within the portfolio.
- 8. Interest and Currency**

No amount payable under this Policy shall carry any interest. Premium and Benefit payable under this Policy shall be in Singapore Dollar (SGD).
- 9. Claim Procedures**

Written notice shall be given to Us as soon as possible and in any event within thirty (30) days of the occurrence of any event, which may give rise to a claim under this Policy.

All certificates, information and evidence required by Us shall be supplied free of expense to Us, in the form prescribed by Us, at the expense of the Insured. An Insured shall, as often as may be required by Us, submit to medical examinations by Doctors appointed by Us and at the expense of Us.
- 10. Payment of Claims**

Any Benefit payable under this Policy shall be paid to the Insured, or in the event of death, to his estate. Any receipt by the Insured or his estate of any Benefit payable under this Policy shall in all cases be deemed final and complete discharge of all liability of Us in respect of such Benefit.
- 11. 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.
- 12. Conditions Precedent to Liability**

The liability of Us for any Benefit under this Policy is conditional upon:

 - a) The truth of the statements and information as provided to Us by the Insured; and
 - b) The due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured.

- 13. Misrepresentation/Fraud**
If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a Benefit under this Policy, We shall have no liability in respect of such a claim and We shall be entitled to terminate this Policy with immediate effect.
- 14. Governing Law**
This Policy shall be governed by and interpreted in accordance with Singapore Law.
- 15. Notice of Trust or Assignment and Third Party Rights**
We shall not be bound or affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy.
- A person who is not a party to this Policy contract shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.
- 16. Arbitration**
If any dispute or disagreement arises regarding any matter arising out of, pertaining to, or concerning this Policy, the dispute or disagreement must be referred to arbitration in accordance with the provisions of the Arbitration Act (Cap. 10) and any statutory modification or re-enactment thereof then in force, such arbitration to be commenced within three (3) months from the day such parties are unable to settle the dispute or difference. If the Insured fails to commence arbitration in accordance with this clause, it is agreed that any cause of action and any right to make a claim that the Insured has or may have against Us shall be extinguished completely. Where there is a dispute or disagreement, the issuance of a valid arbitration award shall also be a condition precedent to Our liability under this Policy. In no case shall the Insured seek to recover on this Policy before the expiration of sixty (60) days after written proof of claim has been submitted to Us in accordance with the provisions of this Policy.
- 17. Subrogation**
The Insured hereby agrees that We have the right to commence proceedings at its expense in the name of the Insured against any third parties who may be responsible for an occurrence of an event giving rise to a claim under this Policy.
- 18. 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 the Insured shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of this Policy, the Insured 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.

Complaint Procedures

If You make a complaint to Us, in order to expedite matters, You need to provide Us with Your details (name, contact numbers etc.), specific nature of Your complaint and supporting documents.

Stage One

1. We will acknowledge Your complaint within 3 business days.
2. If We need additional information We will contact You and request that information within 7 business days of the date of Your complaint.
3. We will endeavour or to resolve all complaints as soon as possible. If Your complaint takes longer to resolve, We will contact You and update You on the progress on Your complaint within 14 business days of Our last communication to You.

Stage Two

If the outcome of Your complaint is not handled to Your satisfaction, You can write to the Principal Officer of the insurance company to appeal. We will respond to Your appeal within 14 business days.

If You are still dissatisfied with the Principal Officer's response, We will refer You to a dispute resolution organisation, Financial Industry Disputes Resolution Centre Ltd (FIDReC), who acts independently of the insurer.

Financial Industry Disputes Resolution Centre Ltd (FIDReC)

Telephone: (65) 6327 8878
Email : info@fidrec.com.sg
Website : www.fidrec.com.sg

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 GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.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.

Important Notice

In accordance with the Insurance Act, 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.

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