

Revital Accident Care Insurance

Important Notice

1. **STATEMENT Pursuant to Section 25(5) of the Insurance Act** (or any subsequent amendments thereof) - We would remind You that You must disclose to Us fully and faithfully the facts You know or ought to know otherwise You may not receive any benefits from Your Policy.
2. Please note that this insurance is subject to the premium being paid and received in full by the Company
 - a) before the inception date where the Policy is issued to an Individual; or
 - b) within the period specified in the Premium Payment Warranty applied to the Policy in all other instances, failing which there will be no liability under this Policy.

IMPORTANT INFORMATION

1. This Policy is issued to You based on the information You have provided Us when You applied for the Insurance. You should note that You (and on behalf of the Insured Person, if You are not the Insured Person) must disclose to Us fully and faithfully the facts You know or ought to know that are relevant to Your insurance application. If You failed to disclose the relevant facts to Us, the Policy issued to You may be void and You (and/or the Insured Person) may not receive any benefit from it. You have the same duty to disclose the relevant facts to Us before You renew, extend, vary or reinstate this Policy. You are, however, not required to disclose a fact that
 - a. diminishes the risk to be insured;
 - b. is of common knowledge;
 - c. We know or ought to know in the ordinary course of Our business;
 - d. We expressly inform You that We do not want to know.
2. This Policy, inclusive of the Policy Schedule (Schedule), any Memorandum and Endorsement is an important document. It explains the insurance cover We provide You (and the Insured Person), the rights the Policy gives You, the conditions You have to comply with and situations where We will not pay under the Policy. Please read this Policy carefully and ensure that it meets Your requirements. If it does not meet Your requirements or You find any error in the Policy, please return it to Us and contact Us (or the intermediary serving You) immediately.
3. Where We consider it necessary or appropriate, We may transfer data, details or information to Our appointed service provider(s), whether situated in or outside Singapore, under conditions of confidentiality imposed on such service provider(s), for the purpose of data processing or providing any services on Our behalf.
4. If We are issuing this Policy to You for the first time, You have a "Free Look" period of 14 business days from the date You receive the Policy. If within these 14 days You inform Us in writing that You do not want the Policy, We will cancel it from its commencement date and refund the premium You have paid provided no claim has arisen under the Policy. You are assumed to have received the Policy within three (3) days after We despatch it. The "Free Look" will not apply to renewals of Your Policy with Us.
5. You will be told the premium (inclusive of GST or other tax, charge or levy chargeable by law and payable by the Insured) payable when You apply this Insurance. The premium must be paid in full at the time Your application is accepted by Us before the cover under the Policy starts. If We do not receive the premium in full as stated, the Policy will not take effect and We are not liable to pay any claim under the Policy.
6. In this Policy where the context admits, words imputing the masculine gender shall include the feminine gender and words imputing the singular number shall include the plural number and vice versa.

ELIGIBILITY – Is the Insured Person eligible for cover?

It is important that the Insured Person are eligible for the cover under the Policy and that the Insured Person remain so for the duration of this Policy.

The cover provided by this Policy to the Insured Person is subject to following criteria:

1. The Insured Person must be a Singaporean, Singapore Permanent Residents holding a valid Singapore identification document such as a Singapore National Registration Identification Card (NRIC), Foreigners holding a valid Employment Pass, Work Permit, Long Term Social Visit Pass or Student Pass;
2. The Insured Person must be residing or working in Singapore, or not living outside Singapore for more than one hundred and eighty (180) consecutive days at any one time;
3. The Insured Person is between eighteen (18) years old and sixty (60) years old at the time the Insured Person is first covered under the Policy;
4. You should note that this Policy does not cover certain occupational activities and that the Insured Person can only be covered under one Revital Accident Care (Please refer to the “One Policy Restriction” and “Exclusion” of this Policy).

DEFINITIONS – Meaning of some words and phrases in this Policy

Some words and phrases in this Policy have specific meanings. These words and phrases have the following meanings wherever they appear in the Policy:

Accident/Accidental

A sudden, violent, external, unforeseen and identifiable event which gives rise to a result not intended or anticipated by the Insured or Insured Person.

Anniversary Date

Anniversary of the Original Effective Date of this Policy.

Chinese Physician

Any person (other than the Insured, an Insured Person or a member of the Insured/Insured Person's immediate family) engaging in the practice of traditional Chinese medicine or acupuncture, who is duly licensed or registered to do so according to the laws and regulations applicable in the country of his/her practice.

Commencement Date

Start date of the cover under this Policy (reflected in the Schedule as the Original Effective Date) and the subsequent monthly or anniversary Due Date for Monthly Plan and Annual Plan respectively.

Company/We/Us

Sompo Insurance Singapore Pte. Ltd.

Due Date

The Commencement Date or date of renewal of cover as shown in the Schedule or the date on which any subsequent payment of premium falls due.

Hospital

An institution which is legally licensed as a medical or surgical hospital in the country in which it is located to provide service primarily for reception, care and treatment of injured or sick persons as Inpatients under the constant supervision of a Medical Practitioner. These exclude nursing, rest homes or convalescent homes, institutions for treatment of substance abuse, mental institutions or geriatric wards and places for drug addicts or alcoholics or for any similar purpose.

Illness

Physical illness or disease marked by a pathological deviation from the normal healthy state.

Injury

All bodily injury suffered and caused solely by an Accident and not by sickness, Illness or gradual physical or mental operating causes.

Insured/You/Your

This is the policyholder who has applied for this Insurance on behalf of the Insured Person and who is named as the “Insured” in the Schedule. For the avoidance of doubt, the Insured and Insured Person can be one and the same.

Insured Person

An individual whose name is included in the Proposal Form and Schedule and who meets the criteria set out under "Eligibility" in this Policy, and in respect of whom commencement of cover has been confirmed in writing by the Company.

Medical Practitioner

A properly qualified person (other than the Insured, an Insured Person or a member of the Insured/Insured Person's immediate family) licensed by the competent Medical Authorities of the country in which treatment is provided, and who in rendering such treatment is practicing within the scope of his/her licence and training in such country. For the avoidance of doubt a Chiropractor is not considered a Medical Practitioner for the purpose of this Policy.

Period of Insurance

The period for which the Insured has paid for the insurance cover on the Insured Person and the Company has accepted the premium so paid by the Insured.

Pre-Existing Conditions

This refers to Injury, Illness, condition or symptom existing as at the Original Effective Date

1. for which treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable; or
2. which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.

Reasonable and Customary Charges

Charges for medical care which shall be considered by the Company or its medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease or Illness or Injury. Any scale of charges which may be agreed from time to time between the Company and Hospitals and Medical Practitioners shall also be indicative of such charges.

Schedule

The Schedule (which forms part of the Policy) containing the details of the Policy, benefits, endorsements (if any), Insured, Insured Person, Plan and type of cover selected and Period of Insurance.

Your Insurance

This Policy is a contract between You and the Company. In consideration of Your payment of the premium, We agree to cover the Insured Person in the manner and to the extent described in this Policy and in the Schedule.

PART 1: COVER (The benefits the Insured Person get)**SECTION 1 — PERSONAL ACCIDENT****Accidental Death**

We will pay the Sum Insured for Accidental Death shown in the Schedule if the Insured person dies as a result of an Injury caused by an Accident provided

1. the Accident happens during the Period of Insurance;
2. the Insured Person's death happens within twelve (12) months from the date of the Accident; and
3. the Insured Person's death is not contributed to by any cause that is not covered by this Policy.

If the Insured Person is entitled to a payout for Permanent Disablement for the same Accident, the amount paid or payable under Permanent Disablement shall be deducted from the amount payable under Accidental Death.

Permanent Disablement

We will pay the amount stated in the Table of Benefits if the Insured Person sustains Permanent Disablement as a result of an Injury caused by an Accident provided

1. the Accident happens during the Period of Insurance;
2. the Permanent Disablement is described in the Table of Benefits;
3. the Permanent Disablement is certified within twelve (12) months from the date of the Accident; and
4. the Permanent Disablement is not contributed to by any cause that is not covered by this Policy.

TABLE OF BENEFITS	
Permanent Disablement	Benefits (As % of the Sum Insured for Accidental Death)
• Permanent Total Disablement	100%
• Loss of two (2) Limbs	100%
• Loss of both eyes	100%
• Loss of one (1) Limb and Loss of one (1) eye	100%
• Loss of speech and hearing	100%
• Loss of one (1) Limb or one (1) eye	50%
<p>“Permanent Total Disablement” means disability which, in the opinion of a Medical Practitioner, entirely prevents the Insured Person from attending to any business, occupation of any and every kind or, if the Insured Person has no business or occupation, from attending to the Insured Person’s usual duties for the remainder of the Insured Person’s life.</p> <p>“Loss” means permanent and total functional disability or loss by complete and permanent physical severance that is beyond remedy by surgical or other medical treatments.</p> <p>“Limb” means hand at or above the wrist or foot at or above the ankle.</p>	

The total amount payable under Section 1 shall not exceed one hundred percent (100%) of the Sum Insured for Accidental Death.

SECTION 2 – MEDICAL EXPENSES

If an Insured Person sustains an Accidental Injury or is diagnosed by a Medical Practitioner as suffering from food and drinks poisoning during the Period of Insurance and as a result requires medical treatment by a Medical Practitioner, We will reimburse the Reasonable and Customary Charges for such medical treatment actually incurred within twelve (12) months from the date of Accident, subject to the sub-limits and overall limit stated in the Schedule. In the case of Accidental Injury, We will also pay for treatment by a Chinese Physician up to the limit of one (1) consultation per day and up to the sub-limit stated in the Schedule.

We will only pay for the Reasonable and Customary Charges in the geographical area where covered medical treatment or services are provided. We may reduce any payable claim to reflect what would have been reasonably incurred, based on the professional opinion of our appointed Medical Practitioner or Chinese Physician. To claim for benefits under this Policy, You must submit satisfactory proof of claim in all cases.

If at the time of an event giving rise to a claim under this Section, there is any other insurance policy in force which covers the Insured Person for the expenses for such medical treatment, We will only pay the remaining expenses for such treatment that is not reimbursed by such other insurance policy subject to the limit stated in the Schedule.

This Section is subject to a Franchise stated in the Schedule. Franchise is the minimum amount that must be incurred for the medical treatment by the Medical Practitioner and/or Chinese Physician before a claim for reimbursement can be made hereunder.

If claims are made for the simultaneous treatment of separate or unconnected Injury or medical conditions, the expenses for treatment of each respective Injury/condition shall be regarded as a separate claim for the purpose of this Policy. When claim is made for medical treatment and the Insured Person subsequently claims for a new course of treatment which is unconnected with the earlier treatment, the subsequent claim will be regarded as a new claim. The Franchise shall be applied to each separate or new claim in this context.

For the avoidance of doubt, no payment guarantees or direct settlements can be made by Us under this Policy. Claim in respect of medical expenses is only payable on reimbursement basis.

SECTION 3 – LOAN REPAYMENT

We will pay, up to the maximum amount specified in the Schedule, any loan outstanding (as at the date of the Insured Person’s death or Permanent Disablement) that the Insured Person is liable to pay if the Insured Person dies or becomes unfit for work due to Permanent Disablement as a result of an Accidental Injury provided

1. the Accident happens during the Period of Insurance;
2. the Insured Person’s death happens within twelve (12) months from the date of the Accident;
3. the Insured Person’s death is not contributed to by any cause that is not covered by this Policy;

4. the Permanent Disablement is described in the Table of Benefits under Section 1;
5. the Permanent Disablement is certified within twelve (12) months from the date of the Accident;
6. the Permanent Disablement is not contributed to by any cause that is not covered by this Policy;
7. Our liability to make a payment under Section 1 for the Accident has been established.

SECTION 4 – INVOLUNTARILY UNEMPLOYMENT BENEFIT

If the Insured Person, who has been working and gainfully employed at the time of the application of this Insurance and at the Original Effective Date of this Policy, is made involuntarily unemployed during the Period of Insurance and is unable to obtain replacement work, We will pay the Insured Person 1/30th of the monthly Unemployment Benefit specified in the Schedule for each day (including Saturdays, Sundays and Public Holidays) the Insured Person remains Involuntarily Unemployed. The Unemployment Benefit is payable monthly in arrears and for up to three (3) months any one Period of Insurance. After each claim in respect of Involuntary Unemployment, the Insured Person must have returned to work for at least six (6) consecutive months to be eligible for a further claim.

We will not pay any Unemployment Benefit

1. if the Insured Person was not working continuously for twelve (12) months prior to becoming unemployed;
2. for the first six (6) consecutive calendar months from the Original Effective Date of this Policy;
3. if notification of unemployment arises before the Original Effective Date of this Policy;
4. if immediately before becoming unemployed, the Insured Person is engaged in an occupation which unemployment is a regular and recurring feature (for example seasonal employment, temporary or non-renewable contract) and the seasonal nature and/or the completion of task or job or contract has resulted in the unemployment;
5. if the Insured Person is employed by a company or a business establishment controlled by the Insured Person or family members, whether singly or jointly;
6. if the Insured Person is unemployed directly or indirectly as a result of dismissal following formal disciplinary procedures brought against the Insured Person by the employer or due to serious misconduct (including but not limited to theft, assault or fraud) of the Insured Person;
7. the Insured Person's refusal of any offer of reasonable alternative employment by the employer, which by reason of the Insured Person's qualification and previous experience of such employment, it would have been reasonable for the Insured Person to accept.

PART 2: EXCLUSIONS (What the Policy does not cover)

We will not pay any benefit under this Policy for Accident that is directly or indirectly caused by or resulting from or relates to any of the following:

1. Activities as personnel in armed forces, police, fire fighting or civil defense services other than Reservist Training during peacetime.
2. Occupations involving work in confined spaces in vessels, tanks, tunnels, underground civil works, mines, rigs or ships, industrial workers using heavy machinery, woodworking related, any occupation involving working at height (exceeding 30 feet above ground or floor level) on scaffold and/or staging, occupation as offshore rig personnel, timber camp personnel, divers, jockeys, trucks or taxi driver (or any vehicle under car-sharing or car-hailing scheme including but not limited to "Uber" and "Grab" scheme), crane operators, air or sea crew (unless Injury is sustained whilst as a farepaying passenger in an air or waterborne craft duly licensed for regular transportation of fare-paying passengers).
3. Work or activities involving the handling of or exposure to industrial disease, dangerous or contaminable substances, bacteria or viruses, explosives or firearms.
4. High risk activities including but not limited to
 - a. Caving, mountaineering, rock climbing involving the use of guides or ropes, potholing, canyoning, bungee jumping, parachuting, sky diving, hang-gliding, paragliding, aviation daring feats or stunts, any activities in aerial balloon whilst airborne, underwater activities involving the use of underwater breathing apparatus or driving or riding in any kind of race;
 - b. Any sports in a professional capacity or where income or remuneration is earned from engaging in such sports.
5. Childbirth or pregnancy (excluding accidental miscarriage) or abortion (including abortion due directly or indirectly to microcephaly) or any complication following therefrom.
6. Suicide, attempted suicide or intentional self-inflicted injury while sane or insane, or participation in any illegal activity, violation or attempted violation of the law or resistance to arrest.

7. Illegal or felonious act of any beneficiary named under the Policy.
8. The taking of drug (unless it is taken on proper medical advice and is not for the treatment of drug addiction), drug addiction, influence of alcohol or willful misuse of drugs or alcohol.
9. Any medical condition (except as provided for under this Policy), Pre-Existing Conditions, Congenital Conditions, physical defect or infirmity.
10. Any venereal disease or Acquired Immuno-deficiency Syndrome ("AIDS"), AIDS related complex or infection by Human Immuno-deficiency Virus ("HIV").
11. War, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny rising, military or usurped power, confiscation, detention, nationalisation, requisition, 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.
12. Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or nuclear weapons material. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fusion.
13. Nuclear, Chemical Biological Terrorism, which means the use of any nuclear weapon or device, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the Period of Insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

This Policy also does not cover

1. cosmetic (aesthetic), plastic or reconstructive surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, except as necessitated due to an Injury covered by the Policy;
2. health supplements, vitamins, prebiotics, probiotics and skin care (including scar lightening) products whether purchased over the counter or prescribed by a Registered Medical Practitioner; and
3. any person under the age of eighteen (18) years or over the age of seventy-five (75) years unless otherwise agreed by Us in writing and noted in the Schedule.

PART 3: OTHER TERMS AND CONDITIONS

COMMENCEMENT AND RENEWAL

1. This Policy starts at 12:00 AM Singapore time on the Original Effective Date and will remain in force, subject to the payment of premium when due, until it terminates in accordance with provisions set out in "Termination" Section of the Policy.
2. Unless written notice of cancellation has been received or issued by Us, this Policy will be automatically renewed
 - a. at monthly interval starting from the expiry of the second month from the Original Effective Date, for monthly plan; or
 - b. at yearly interval starting from anniversary date of the Original Effective Date, for annual plan

subject to the "Termination" provisions below and payment of the premium by the premium Due Date. We may not issue any renewal document and as such the Policy first issued to You, unless otherwise notified by Us, shall serve as evidence of valid cover.

TERMINATION

1. When the Policy is first issued to You, it is subject to a "Free Look" period. This means that if You are not satisfied with the Policy for any reason, You may returned to Us for cancellation within fourteen (14) business days after Your receipt of the Policy. If the Policy is delivered by post, You are considered to have received it three (3) business days after our posting the Policy.

In such event, the Policy is cancelled from the Original Effective Date and We shall not be liable to pay out any benefit under the Policy. Any premium You have paid will be refunded without interest by crediting such premium to the Nominated Account.

2. Subsequent to the "Free Look" period, if You give Us notice in writing to cancel the Policy, such cancellation shall become effective on the next Due Date following the date such notice is received by Us.
3. We can cancel this Policy by giving You seven (7) calendar days' notice in writing. In such event, We shall apply the relevant pro-rata premium charge for the period We have provided cover.
4. Save as provided above, this Policy shall automatically terminate on the earliest of the following events:
 - a. Upon the death of the Insured;
 - b. Upon the death or cessation of cover of the Insured Person;
 - c. Upon discovery of fraudulent claim as per "Fraud" Section of the Policy.
5. In the event that the premium due and charged to the Nominated Account (or through any other alternative payment mode) is not paid in cleared funds, this Policy shall also be terminated with effect from the date that premium was due.
6. The cover provided under this Policy in respect of the Insured Person shall terminate automatically on the earliest of the following events:
 - a. Upon the death of the Insured Person;
 - b. At the monthly or anniversary Due Date immediately following the Insured Person's attainment of the age of seventy-five (75) years, whichever is applicable;
 - c. Upon the Insured Person departing and no longer permanently residing in Singapore;
 - d. Upon the Insured Person departing on a temporary re-location or stay outside Singapore for a consecutive period of one hundred and eighty (180) days or more (unless cover is specifically agreed by Us and noted by endorsement).

PREMIUM

1. The premium (inclusive of GST or other tax, charge or levy chargeable by law and payable by the Insured) stated in the Schedule must be paid before the Original Effective Date immediately when Your application for this Policy is accepted by Us and subsequently by the premium Due Date at each Policy renewal. Subsequent renewal premium will be charged to the Nominated Account when due. Nominated Account is the bank or credit card account nominated by You at the inception of this Policy or from time to time in writing, as the account for premium debit.
2. We agree that no adjustment in premium shall be made to this Policy in respect solely of age of the Insured Persons. However, We reserve the right to amend the premium in the event of unsatisfactory claims experience of this Policy.
3. You are responsible for ensuring the Nominated Account can accept direct debits and there are sufficient funds available to permit payment on the payment due date.
4. We will initiate debits from Your Nominated Account in accordance with Your Proposal Form or subsequent authorisation instruction. We will provide no less than thirty (30) calendar days' notice to You should We propose to deviate from the arrangement.
5. Direct debits will first be carried out on the fifth (5th) business day of the month prior to the monthly or anniversary Due Date for Monthly Plan and Annual Plan respectively.
6. In the event that Your financial institution refuses to pay any direct debit made under the arrangement, We will notify You and request for an alternative Nominated Account or payment mode.
7. Any information provided by You (or the Account Holder) will be treated as confidential and will not be disclosed unless required by law or authorised by You or the Account Holder.
8. Second attempt of the direct debits will be carried out on thirteenth (13th) business day of the month prior to the monthly or anniversary Due Date for Monthly Plan and Annual Plan respectively.
9. In the event that the direct debit payment from the Nominated Account fails and no payment through any alternative payment mode is made by the payment due date, Your Policy will not be renewed.

ONE POLICY RESTRICTION

An Insured Person shall not be covered under more than one Revital Accident Care issued by Us. If an Insured Person is covered under more than one such Policy, We will consider that person to be insured under the Policy which provides the highest amount of benefits. If the benefits under each of such Policy are identical, We will consider that person to be insured under the Policy first issued by Us.

ALTERATIONS

1. We reserve the right to alter the Policy as We reasonably considers appropriate and We will inform You with a written notice at least thirty (30) days in advance of any such alteration. For avoidance of doubt, We may change the Policy terms and conditions at Our discretion at any renewal. Your continued payment of premium after We give such notice will mean You have accept the change.
2. Any misrepresentation of or failure to disclose material facts by You (and/or the Insured Person) will entitle Us to alter, amend or cancel the Policy having regard to the true facts and all benefits under the Policy shall be forfeited. A material fact is any information which could influence Us in Our assessment of Your application.

CHANGE OF INSURANCE PLAN

Any request for change of plan must be in writing not more than thirty (30) days before the renewal of this Policy. The change, subject always to Our written approval, shall be effective from the next renewal of the Policy following the date of such request for change. For the avoidance of doubt, retroactive change of plan is not allowed.

ACCEPTANCE OF INSTRUCTIONS

Any Instruction, request or notice will not be accepted by the Company until such documents, information and consents as We may reasonably require are received at Our office address stated in the Policy.

NO TRUST

We do not recognise or will not affect any notice of trust, charge or assignment relating to this Policy and the receipt of the Insured or Insured Person or their legal personal representative or any person to whom any benefit is expressed to be payable, shall in all cases effectively discharge our liability under the Policy.

FRAUD

If any claim made under this Policy shall in any respect be false or fraudulent or if fraudulent means or devices are used by You or the Insured Person or anyone acting on Your or their behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

LEGAL PERSONAL REPRESENTATIVES

The terms and conditions of this Policy shall also apply to the legal personal representatives of the Insured and/or the Insured Persons.

GOVERNING LAW

This Policy is to be construed according to the laws of Singapore.

LEGAL PROCEEDINGS

No action in law or equity shall be brought to recover under the Policy until after the expiration of sixty (60) days from the date proof of claim has been furnished in accordance with the Policy conditions. The parties submit themselves to the exclusive venue and jurisdiction of the Courts of Singapore for the resolution of any such conflict or dispute save where the circumstances are governed by the Arbitration clause of the Policy.

ARBITRATION

1. Any difference of medical opinion in connection with the results of any Injury, Illness, death or expense will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset and the umpire's decision shall be conclusive.
2. Where We have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to arbitration in Singapore and Singapore law will apply. The arbitration shall be heard by a single arbitrator to be agreed by the parties within 14 (fourteen) days from the commencement of arbitration. In-default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act (Cap 10) or any statutory re-enactment thereof. Arbitration proceedings shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. Where any dispute is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against Us.

COMMENCEMENT OF ARBITRATION OR COURT ACTION

If We offer an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within twelve (12) calendar months from the date of such an offer or disclaimer referred to arbitration as required under "Arbitration" condition or been made subject to pending court action, the claim shall be deemed to have been abandoned and We shall have no liability for the claim.

CLAIMS

The following claims conditions apply to the whole Policy and have to be observed by the Insured, the Insured Person and the Insured/Insured Person's legal personal representative. We will act in good faith in all our dealings with the Insured, Insured Person and/or the Insured/Insured Person's legal personal representative. Equally, the payment of claims is dependent on due observation of the followings:

1. Notification and Proof of Claim

The Insured Person (or the legal personal representative) must inform Us as soon as possible in the event of any claim or potential claim under the Policy and provide Us the following:

- a. Completed Claim Form within fifteen (15) days after We have been notified of a claim;
- b. Information, evidence or supporting document (to be supplied at the claimant's expense) including receipts, medical certificates or medical reports, proof of outstanding loan amount, proof of involuntary unemployment in the form of a statement from the former employer indicating how the Insured Person became unemployed which We may require;
- c. The Insured Person or their legal personal representative's written consent to allow Us to receive the results of any medical examinations, tests and/or the medical history or records of the Insured Person;
- d. Such other information that We may reasonably require.

Incomplete Claim Forms will not be accepted for processing of claims and payment. Originals of all relevant documents and bills must be submitted with the completed Claim Forms. Photocopies are not acceptable.

If on the balance of medical fact or probability it is appropriate for Us to decline a claim by virtue of any of the Exclusions or terms and conditions of the Policy, the Insured Person shall have the right and obligation to produce such medical evidence as We may reasonably require to enable it to reconsider a claim under the Policy.

2. Examinations

The Company shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and as often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

3. Disappearance

If an Insured Person was travelling on that carrier that had disappeared, sunk or was wrecked and the body of the Insured Person has not been recovered or is not found within twelve (12) months of the date of the disappearance, sinking or wrecking of the carrier, the Insured Person is deemed to have died as a result of an Accident. However, We will only pay on such a claim if the legal personal representative of the Insured Person provides Us a signed undertaking that the amount paid will be returned to Us if it is subsequently discovered that the Insured Person is alive.

4. Currency Exchange Rates

We will pay all admissible claims in Singapore currency. Charges incurred in any other currency shall be payable in Singapore Dollars on the basis of the exchange rate as stipulated by the Company. We shall not bear any bank charges or credit charges.

5. Payment

All benefits of this Policy are payable to the Insured Person except that in respect of death of the Insured Person, to the estate of such Insured Person.

GOODS AND SERVICES TAX ON POLICY EXCESS/DEDUCTIBLE

All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the Policy, GST will be levied accordingly on the Excess/Deductible amounts and the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.

PART 4: ADDITIONAL TERMS

The following conditions shall apply to this Policy unless otherwise stated and/or deleted in the Schedule.

TERRORISM EXCLUSION ENDORSEMENT

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

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

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

TOTAL ASBESTOSIS EXCLUSION

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving

1. asbestos; or
2. 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.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT EXCLUSION

It is hereby declared and agreed that a person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) (or any subsequent amendments thereof) to enforce any of its terms.

PERSONAL DATA PROTECTION

In relation to the personal data collected for this Policy, You agreed and acknowledged that

1. We may collect, use and disclose the personal data for the purposes stated in its Privacy Policy, which include underwriting and administering the Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
2. We will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the Insured's consent have not been obtained. If We wish to use, disclose or process the personal data for another purpose We will seek Your prior written consent;
3. We may disclose the personal data for the purposes to a related corporation; subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by any law; and our third party service providers and agents (acting on Our behalf). Those recipients may be located in or outside Singapore.

PAYMENT BEFORE COVER WARRANTY

1. The Premium due must be paid to the Company (or the intermediary through whom this Policy or Bond 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 Company or the intermediary when one of the following acts takes place:
 - a. Cash or honoured cheque for the premium is handed over to the Company or the intermediary;
 - b. A credit or debit card transaction for the premium is approved by the issuing bank;
 - c. A payment through an electronic medium including the internet is approved by the relevant party;
 - d. A credit in favour of the Company or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Company (or the intermediary through whom this Policy or Bond 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 Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Company or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance and the cover shall be treated as if never put in place. Free Look provision does not apply to Bond.

SANCTION LIMITATION EXCLUSION 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 Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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 your insurer or visit the GIA/LIA or SDIC web-sites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

CYBER RISKS EXCLUSION CLAUSE (NMA2915)

1. Electronic Data Exclusion

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

- a. 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.
- b. 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.

2. 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 unauthorised instructions or code including a set of maliciously introduced unauthorised 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

The Company 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

1. correctly recognise any date as its true calendar date;
2. 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;
3. 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.

JURISDICTION

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

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