

## PANDA SAFE POLICY WORDINGS

Please read the conditions and examine the Policy and if incorrect or unacceptable return it immediately for alteration or cancellation. 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 benefit from your policy.

WHEREAS the Policyholder by a proposal and declaration which together with all statements made in writing by the Applicant / Proposer shall be the basis of this contract and is deemed to be incorporated herein has applied to **CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.** ("CTPIS") for the insurance in respect of each Insured Person named or described in the Policy Schedule hereto.

In consideration of the Proposer / Applicant paying to CTPIS the premium mentioned in the said Policy Schedule, CTPIS agrees (subject to the terms, exceptions and conditions contained herein or endorsed hereon/ hereinafter collectively referred to as the Terms of this Policy) to compensate the Policyholder or Insured Person in respect of the benefits enumerated in the Policy Schedule occurring during the Period of Insurance. CTPIS will pay to the Policyholder or Insured Person or his legal personal representatives the amount appropriate to the Benefits stated in the Policy Schedule.

## PART I - DEFINITIONS

1. **ACCIDENT or ACCIDENTAL** means an event which is sudden, unforeseen or unexpected.
2. **AGE** means age of next birthday.
3. **BODILY INJURY** means injury resulting solely and directly from accidental means and does not include any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.
4. **CAPITAL SUM INSURED** means the sum insured for Accidental Death.
5. **CHINESE PHYSICIAN** including herbalist, acupuncturist and bonesetter means a person qualified by a medical degree and duly licensed or registered to practice Chinese medicine in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a Chinese Physician who is the relative of the Insured Person.
6. **FRACTURED LEG OR PATELLA WITH ESTABLISHED NON-UNION** means a complete break into two pieces; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life.
7. **HOSPITAL** means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:-
  - (a) has facilities for diagnosis and major surgery,
  - (b) provides 24 hours a day nursing services by registered graduate nurses,
  - (c) Is under the supervision of a physician, and is not primarily a nature cure clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
8. **ILLNESS OR SICKNESS** means any sudden and unexpected pathological deviation from the normal healthy state, marked by interruption, cessation or disorder of body functions, systems or organs as confirmed such by a Registered Medical Practitioner.
9. **INSURED PERSON(S) / POLICYHOLDER** means the respective person(s) named in the Schedule as Insured Person(s) who are insured under this Policy. **INSURED SELF** means the first insured person named in the Schedule. He / she must be dependent unmarried and unemployed natural children, legal step-children or legally adopted children who are aged 1 month old and below the age of 18 years old. For those who are possessing full-time tertiary institutions, the age limit will be extended to 25 years old.
10. **LOSS OF SIGHT** means physical loss of an eye, or permanent and total loss of sight, which shall be considered as having occurred in one or both eyes. If the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (this means seeing at 3 metres what you should see at 60 metres) as confirmed by a fully qualified ophthalmic Specialist.
11. **LOSS OF SPEECH OR HEARING** means medically certified total and irrecoverable loss of the sense of speech and hearing.
12. **LOSS OF USE** means loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured Person.
13. **MEDICAL CONDITION** means any type of Illness, Sickness, Disease, Disability, Physical Deformity and/or Bodily Injury resulting from an Accident sustained by the Insured Person.
14. **MEDICAL EXPENSES** means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Registered Medical Practitioner and all hospital, nursing home and land ambulance charges incurred within 18 months from the date of the accident as a direct result of Bodily Injury sustained from the accident.
15. **OCCUPATION** means the Insured Person must be a dependent staying at home or a full-time student studying in Government or Private Institution during the policy period.
16. **PER DISABILITY** means all claims arising from the same cause, including any and all complications there from, except that if the Insured Person completely recovers for a period of 30 clear days continuously following the latest discharge from hospital, any subsequent hospitalisation shall be considered a new illness or injury.
17. **PERMANENT TOTAL DISABLEMENT** means a state of incapacity resulting from the Insured Person suffering Bodily Injury which results in his/her permanent total disablement from gainful employment or performing daily normal activity of any and every kind where such disability is medically certified within eighteen (18) months from the date of the accidental Bodily Injury.
18. **PERSONAL EFFECTS & BELONGINGS** means articles or accessories hand-carried or worn by the Insured Person but excluding jewellery items (but not watches), mobile phone, Pagers and Portable Computers/Diaries/Personal Digital Assistants and the like, camera and video equipment.
19. **APPLICANT** means person apply insurance for the Insured Person. He or she must be the biological parents of the Insured Person. If the Insured Person is an adopted child, then proper legal adoption documentation must be produced at the time of Insuring. In view that the Insured Person might be underage and unaware of the Contract Terms and Conditions, the Applicant shall act on the best interest of the Insured Person and provide underwriting information to his best knowledge on the Insured Person's behalf.
20. **REGISTERED MEDICAL PRACTITIONER** means a person qualified by degree in Western Medicine and duly licensed or registered to practice medicine and surgery in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a Medical Practitioner who is the Insured Person or the spouse, relative or employee of the Insured Person.
21. **SPECIALIST** means a registered medical practitioner whose practice, by virtue of advanced training and specific examination, is limited to a particular branch of medicine or surgery.
22. **TEMPORARY TOTAL DISABLEMENT** means a state of incapacity resulting from the Insured Person suffering Bodily Injury which temporarily totally prevents the Insured Person from engaging in his/her Occupation.
23. **HOSPITALISATION** means An in-patient confinement in a Hospital for a period not less than six (6) hours and for which the Hospital made a room and board charge.

## POLICY COVER

### SECTION 1 - ACCIDENTAL DEATH / PERMANENT DISABLEMENT

If the Insured Person shall sustain Bodily Injury within the Situation of Risks stated in the Schedule caused by accidental, violent external and visible means resulting directly and independently of any other cause within twelve (12) months either in Death or Disablement, the Company will pay to the Insured Person or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the compensation set out in the Table of Benefits.

**Table of Benefits**

Item	Description	% of Capital Sum Insured
1.	Death	100%
2.	Total paralysis of all limbs	100%
3.	Total and permanent loss of all sight of <ul style="list-style-type: none"> <li>• both eyes</li> <li>• one eye</li> </ul>	100% 100%
4.	Loss of sight of one eye, except perception of light	50%
5.	Total loss of hearing <ul style="list-style-type: none"> <li>• both ears</li> <li>• one ear</li> </ul>	75% 20%
6.	Total loss of speech	50%
7.	Total loss of speech & hearing (both ears)	100%
8.	Total loss by physical severance or total and permanent loss of use of <ul style="list-style-type: none"> <li>• two whole limbs or two feet / hands</li> <li>• one leg at hip or between hip and ankle</li> <li>• loss of one arm at shoulder or between shoulder and wrist</li> <li>• one hand or one foot</li> </ul>	100% 100% 100% 100%
9.	Total loss by physical severance or total and permanent loss of use of both thumbs and all fingers	100%
10.	Total loss by physical severance or total and permanent loss of use of thumb and four fingers of one hand	50%
11.	Total loss by physical severance or total and permanent loss of use of four fingers of one hand	40%
12.	Total loss by physical severance or total and permanent loss of use of thumb <ul style="list-style-type: none"> <li>• both phalanges</li> <li>• one phalanx</li> </ul>	25% 10%
13.	Total loss by physical severance or total and permanent loss of use of index finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	15% 10% 5%
14.	Total loss by physical severance or total and permanent loss of use of middle finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	10% 7% 3%
15.	Total loss by physical severance or total and permanent loss of use of ring finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	10% 7% 3%
16.	Total loss by physical severance or total and permanent loss of use of little finger <ul style="list-style-type: none"> <li>• three phalanges</li> <li>• two phalanges</li> <li>• one phalanx</li> </ul>	10% 7% 3%
17.	Total loss by physical severance or total and permanent loss of use of toes <ul style="list-style-type: none"> <li>• all toes of one foot</li> <li>• great, both phalanges</li> <li>• great, one phalanx</li> <li>• other than great, each</li> </ul>	18% 6% 3% 3%
18.	Fractured leg or patella with established non-union of leg	10%
19.	Shortening of leg by at least 5 centimetres	10%
20.	Third degree burns <ul style="list-style-type: none"> <li>(a) Head - damage as a Percentage of Total Body Surface Area <ul style="list-style-type: none"> <li>• equals to or greater than 2% but less than 5%</li> <li>• equals to or greater than 5% but less than 8%</li> <li>• equals to or greater than 8%</li> </ul> </li> <li>(b) Body - Damage as a Percentage of Total Body Surface Area <ul style="list-style-type: none"> <li>• equals to or greater than 10% but less than 15%</li> <li>• equals to or greater than 15% but less than 20%</li> <li>• equals to or greater than 20%</li> </ul> </li> </ul>	50% 75% 100% 50% 75% 100%

### SECTION 2 - MEDICAL EXPENSES (PER ANY ONE ACCIDENT)

If the Insured Person suffers Accidental Bodily Injury during the Period of Insurance which requires medical treatment, the Company will reimburse the Insured Person for medical expenses incurred as a consequence thereof up to the limit specified in the Policy Schedule for any one accident.

## POLICY COVER (continued)

### SECTION 3 - SARS / BIRD FLU / DENGUE FEVER / HAND FOOT MOUTH DISEASE (ANNUAL LIMIT)

If the Insured Person is hospitalised due to SARS, Bird Flu or Dengue Fever or Hand Foot Mouth Disease (HFMD), during the Period of Insurance, the Company will pay for the medical expenses incurred up to the limit specified in the Policy Schedule.  
For HFMD, no claim is payable if the policy (New Policy) has commenced less than 7 days and this will not be applicable to Renewal policy subject to no lapse upon the renewing period.

### SECTION 4 - CHILDCARE CLOSURE DUE TO HFMD

If the childcare centre that the Insured Person attending is closed due to a breakout of HFMD, the Company will reimburse the Insured's parent (or known as the Applicant in this Policy) the benefit amount stated in the Policy Schedule. For claims submission, the relevant document (such as letter from childcare centre or Ministry of Health) must be submitted as proof.

### SECTION 5 - TREATMENT EXPENSES FROM LICENCED CHINESE ACUPUNCTURISTS, BONESETTERS (ANNUAL LIMIT)

This Policy will pay for the treatment by herbalist acupuncturist and bonesetter on injuries other than fractures up to an annual limit specified in the Policy Schedule.

### SECTION 6 - MOBILITY AID (PER ANY ONE ACCIDENT)

If the Insured Person suffers Accidental Bodily Injury during the Period of Insurance which requires purchase of medical mobility aid, the Company will reimburse the Applicant / Parent / Guardian for such purchase up to a limit specified in the Policy Schedule.

### SECTION 7 - BEREAVEMENT EXPENSES

The Company will reimburse the bereavement expenses up to a limit specified in the Policy Schedule in the event of an accidental death to the Insured Person.

### SECTION 8 - CHILD GUARD PAYOUT

The Company will pay a lump sum amount stated in the Policy Schedule to the legal representative of the Insured's Person if the parents (both father & mother) died together in an accident during the policy period.  
This section is not applicable to Insured Person who comes from a Singled Parent family or parents whom have been divorced or separated.

## EXTENDED BENEFITS

### 1. Accidental Miscarriage

It is hereby agreed that the term "Accident Medical Expenses" Benefits shall deem to include miscarriage caused by an Accident.

### 2. Disappearance

If the body of the Insured Person has not been found within one year after the date of the disappearance following sinking or wrecking or destruction of that aircraft or conveyance in which he/she was travelling at the time of the injury and under such circumstances as would otherwise be covered hereunder the disappearance of the Insured Person shall be considered as constituting a claim but only under Section 1 - Item 1 of the Table of Benefits of this Policy. This payment is made subject to the requirement that the Insured Person's legal representatives must provide a signed undertaking to the Company to guarantee that if it is subsequently found that the Insured Person is living, they undertake to and shall on demand, return to the Company any sums the Company have paid under this Policy.

### 3. Exposure

If following an accident the Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Table of Benefits, such injury shall be considered as constituting a claim but only under Section 1 of this Policy.

### 4. Food Poisoning

If the Insured Person suffers from food poisoning, the Company will pay to the Insured Person's legal representatives the amount appropriate to the Benefits shown in the Schedule subject to the section limits or percentages set out in the Permanent Disablement Table of Benefits under Section 1. Such incident shall constitute a valid claim provided it does not result from Insured Person's wilful and intentional act.

### 5. Riot, Strike, Civil commotion, Hijack, Murder and Assault

If the Insured Person suffers Death or Disablement sustained as a result of accidental Bodily Injury caused by Riot, Strike, Civil Commotion, Hijack, Murder and Assault, the Company will pay to the Insured Person's legal representatives the amount appropriate to the Benefits shown in the Schedule subject to the percentage for each form of Permanent Disablement set out in the Permanent Disablement Table of Benefits under Section 1, provided that such Bodily Injury does not arise out of or in connection with the Insured Persons participation, collaboration or provocation of such act. For the purpose of this Extension, Hijack shall mean any seizure, or exercise of control by force or violence or by threat of force or violence and with wrongful intent, of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

### 6. Suffocation by Smoke, Poisonous Fumes, Gas & Drowning

In the event that the Insured Person suffers Death or Disablement sustained as a result of accidental Bodily Injury caused by suffocation by smoke, poisonous fumes, gas or drowning, the Company will pay to the Insured Person's legal representatives the amount appropriate to the Benefits shown in the Schedule subject to the percentage for each form of Permanent Disablement set out in the Permanent Disablement Table of Benefits, provided that such event does not arise as a result of an Insured Person's willful and intentional act.

### 7. Animal / Insect Bites

In the event that the Insured Person suffers Accidental Bodily Injury caused by an insect or animal, the Company will pay for the medical expenses under Section 2 up to a limit shown in the policy schedule provided that such event does not arise as a result of an Insured Person's willful and intentional act.

Once a claim is submitted under this extension, the Insured Person cannot submit a claim for medical expenses under Section 3

### 8. Part Time Job during School Holiday / Term Break

It is hereby agreed that this policy will cover the Insured Person if he / she sustain injuries or disablement or death in the course of working as a Part Timer during school holidays or Term Break provided that such job is an office desk bound working environment or any Indoor Non-Hazardous work (such as sales promoter, cashier, waiter & waitress).

## EXTENDED BENEFITS (continued)

### 9. Terrorism Cover

Notwithstanding the Additional Endorsements - Terrorism Exclusion Endorsement, this Policy will compensate the Insured Person's legal representative up to the Capital Sum Insured per Insured Person for claims arising directly or indirectly from Act of Terrorism, except for any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Where an Insured Person is insured under more than one Policy with the Company covering Act of Terrorism, the Company's maximum liability per Insured Person for Any One Event shall be limited to the Policy with the highest limit on Act of Terrorism.

For the purpose of this Extension:

"Act of Terrorism" shall mean an act, including but not limited to the use of force or violence and/or 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 or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid, gaseous Chemical agent and/or Biological agent in an Act of Terrorism during the period of this insurance.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biological produced toxin(s) including genetically modified organisms and chemically synthesized toxin(s) which cause illness and/or death in humans, animals or plants.

"Any One Event" shall include all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area. Such cause is understood to be the Act of Terrorism which directly occasions the losses or triggered the chain of causation where there are several perils, which in an unbroken chain of causation have occasioned the losses.

"This" extended benefit will not apply to Policies issued under Corporate / Company name to cover a group of individuals or family units unless specified otherwise in the Schedule.

## EXCLUSIONS

1. The Company shall not be liable under the Policy for any claims directly or indirectly due to arising or resulting from
  - (a) any consequence of 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;
  - (b) intentional self-injury suicide or attempted suicide (whether felonious or not) while sane or insane, provoked assault, intoxication, insanity, venereal disease or AIDS childbirth or pregnancy (excluding accidental miscarriage) or abortion or any complication following there from;
  - (c) the Insured Person engaging in or practising for or taking part in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, underwater activities involving the use of underwater breathing apparatus, bungee jumping, sky diving, hang-gliding, paragliding, parachuting or any activities in aerial balloon whilst airborne, motor rallies or any kind of racing other than on foot or any sports in a professional capacity unless otherwise agreed in writing by the Company;
  - (d) the Insured Person engaging in aerial activities or air travel except as a fare paying passenger in any properly licensed aircraft being operated by a Licensed airline in accordance with published schedules of flights or timetables or in a properly licensed multi-engined aircraft being operated by any other licensed commercial air carrier;
  - (e) bodily injuries requiring surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy;
  - (f) the Insured Person engaging in military, naval or air force service, police, civil defence service;
  - (g) the Insured Person engaging in the following part time or full time occupations unless otherwise agreed by the Company and specified in the Schedule:
    - i. Pilots, aircrew or any occupation involving aviation activities;
    - ii. Full-time military personnel;
    - iii. Police force personnel;
    - iv. Fire fighters;
    - v. Construction / unskilled workers;
    - vi. Ship crew or workers on board vessels, oil and gas rig workers, offshore workers, stevedores, ship breakers;
    - vii. Welders;
    - viii. Professional sports teams;
    - ix. Occupation involving height (exceeding 30 feet above ground or floor level) and/or works underground and/or travel beyond normal speed on land and/or handling of hazardous chemical / electricity;
    - x. Woodworking related; and
    - xi. Professional divers and jockeys;
  - (h) illegal acts of the Insured Person or an Insured Person's beneficiary.
  - (i) or is contributed to by, the Insured Person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction;
  - (j) or is contributed by, any medical condition, pre-existing conditions, physical defect or infirmity;
  - (k) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
2. This Policy does not cover any accident directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio-activity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fusion.
3. The compensation provided by this Policy shall not apply to nor include any accident and/or injury directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
4. Accidental death shall not in any way be presumed by reason of the disappearance of the Insured Person except in the event of the total loss by shipwreck of the ship or air crash of the aircraft in which the Insured Person was travelling. The onus of proof of the accident and the consequent death of the Insured Person shall in all cases rest with the claimant.
5. This Policy does not cover Cosmetic (aesthetic), Plastic or Reconstructive Surgery/Treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, except as necessitated due to an event covered by the Policy. Dental Treatment is also excluded unless the Insured Person sustained injury due to an accident which requires this form of treatment.
6. This Policy does not cover when the Insured Person becomes financially independent (start to gain full time employment) or recruited to serve national Service.

## PROVISIONS

- a) Persons eligible for cover under this Policy unless otherwise agreed by the Company and specified in the Schedule are:
  - (i) A person whose age is between 1 month to 18 years old and extended to 25 years old for those in full time tertiary institution. He must be a Singapore Citizen, Singapore Permanent Resident or child of expatriates or foreigners who are holding a valid Employment Pass and who are domiciled in Singapore.
- b) The Benefit for Permanent Disablement shall be a percentage equivalent to the degree of disability. The scale in the Permanent Disablement Table of Benefits under Section 1 states the percentage appropriate to the forms of Permanent Disablement specified. For forms of Permanent Disablement not specified, the degree of disability will be assessed by comparison with the percentage shown in the scale without taking into account the Insured Person's Occupation.  
Where the injury is not specified the Company will adopt a percentage of disablement which in its opinion is not inconsistent with the provisions in the Table of Benefits under Section 1.
- c) The Benefits under this Policy shall, except for benefits payable under Sections 2, 3, 4, 5 and 6, be paid in addition to any other insurance benefit to which the Insured Person may be entitled.
- d) Any claim payable under Accidental Death Benefit shall be reduced by a sum equal to any claim payable under Permanent Disablement Benefit in respect of the same Accidental Injury.
- e) If an accident happens which gives rise to a claim under Accidental Death Benefit or any claim which in aggregate is more than 50% under Permanent Disablement Benefit, this insurance will not cover any further accidents to that Insured Person.
- f) Loss of Sight or Limb or Hearing or Speech must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay Items (3), (4), (5), (6), (7) and (8) of the Table of Benefits under Section 1.
- g) The maximum benefits payable in the aggregate in any one Period of Insurance shall not exceed 100% of the Capital Sum Insured in the aggregate under Section 1
- h) No compensation shall be payable under Section 1 additionally for any specific Item which is part of a greater Item for which compensation is payable under this Policy or for any one of the Items until the total amount has been agreed. If benefit is payable for loss of use of a whole member of the body, the benefit for parts of the member cannot also be claimed.
- i) If the Insured Person is covered under more than one Panda Safe Policy at any one time, only the Policy with the highest limit will respond to any claims made.

## GENERAL CONDITIONS

### 1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.

### 2. Conditions Precedent to Liability

The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy by the Policyholder and/or Insured Person insofar as they relate to anything to be done or complied with by them and the truth of the statements and answers in the Proposal and/or Declaration by the Applicant shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 3. Claims Notification

As soon as possible after the Policyholder and/or Insured Person is aware that an accident has happened, which may give rise to a claim, the Applicant / Policyholder and/or Insured Person must notify the Company in writing within 14 days after the happening of the accident.

### 4. Evidence Required

The Applicant / Policyholder and/or Insured Person must produce for the Company, at their own expense, any medical certificates and other evidence which the Company may require in support of the claim. If the Company considers it necessary, the Insured Person must also agree to have a medical examination, for which the Company will pay, as often as the Company may require, in connection with any claim. In the event of death of the Insured Person, the Company shall be entitled to have a post-mortem at its own expense.

### 5. Assignment

This Policy is not assignable and payment of any Benefit under this Policy shall only be made to the Policyholder or Insured Person or, in the event of his death, his legal personal representatives on production of the Letter of Administration and whose receipt shall be a discharge to the Company.

### 6. Interest

Interest will not be added to any amount paid.

### 7. Forfeiture

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder and/or Insured Person or anyone acting on his behalf to obtain any benefit under this Policy or if the Bodily Injury be occasioned by the wilful act or with the connivance of the Policyholder and/or Insured Person all benefit under this Policy shall be forfeited.

### 8. Notice of Material Changes

- a) The Policyholder and/or Applicant shall give reasonable notice to the Company of any change in the Insured Person's country of residence or business or occupation or habits or pursuits which is likely to result in a material increase in hazard to the Company and shall pay any additional premium that may be required by the Company for the continuance of coverage as indicated in writing by an authorised official of the Company.
- b) The Company shall notify the Applicant and/or Policyholder in writing of any alterations or amendments to the cover or general procedures as are deemed necessary but any accidental omission or failure to send details shall not invalidate the alteration.
- c) If the Applicant and/or Policyholder fails to give notice of the changes noted above to the Company, and there is a claim for any eligible expenses incurred on or after the Renewal Date following the change in country of residence or business or occupation or habits or pursuits, the Company may reject such claim or, at its discretion, adjust the benefits payable in respect of the eligible expenses incurred.

### 9. Age Limit

This Policy shall not cover persons less than 1 month or over the age of eighteen (18) years unless otherwise agreed and specified in the Policy Schedule.

## GENERAL CONDITIONS (continued)

### 10. Termination of Insurance

The Company's liability will cease to attach under this policy on the earliest of the following events unless prior agreement have been received and endorsed by the Company to extend cover under the Policy :-

- (a) The Insured Person's attainment of the age limit specified in the Policy.
- (b) The Insured Person ceases to be a citizen or permanent resident of Singapore or the parents of the Insured Person no longer has a valid Employment Pass.
- (c) Insurance for any Insured Person will cease automatically if he/she has been physically absent from Singapore for more than 180 consecutive days during the policy year, unless prior agreement have been received and endorsed by the Company to extend the policy to include such absence from Singapore and payment of the additional premium chargeable. In such event, the Insured Person's cover will be terminated at 24:00 standard Singapore time on the 180th day after the departure from Singapore.
- (d) The death of the Insured Person and where the Insured Person is the Policyholder
- (e) Insured Person's violation of law resulting in imprisonment.
- (f) Change in the Insured Person's employment, occupation or business, where such employment, activities, occupation or business is excluded in this Policy.

### 11. Cancellation

This insurance may be terminated at any time at the request of the Applicant stated in the proposal form, in which case the Company will retain the customary short period rate for the time the Policy has been in force.

This insurance may also be terminated at the option of the Company by sending seven (7) days' notice by registered letter to the Applicant and/or Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

Subject to a minimum charge of S\$50 provided no claim has arisen during the then current period of insurance.

### 12. Other Insurances (Applicable to Section 2 and 3 only)

If at the time of any claim the Insured Person holds any other insurance policy which makes provision for payment of medical expenses and/or compensation for loss or damage which is the subject of a claim hereunder, details of such other policy or policies shall be advised to the Company and the Company shall not be liable to contribute more than the rateable proportion of such expenses.

### 13. Arbitration

Any dispute or question between the Company and the Policyholder as to the amount payable by the company upon the happening of any event shall be referred for Arbitration to a sole Arbitrator by the concurrence of the parties, and in the event of non-concurrence, each party shall respectively appoint an Arbitrator and Arbitrators shall be at liberty to appoint an Umpire, provided always that the terms of reference shall be entered into in writing, and the making of an award pursuant to the arbitration shall be condition precedent to any right of action against the Company under this Policy.

### 14. Renewal Procedure

Before renewing this Policy the Applicant and/or Policyholder shall give written notice to the Company of any material fact affecting this insurance which has come to the Policyholder's knowledge during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting an Insured Person. Where renewal instruction is silent, it shall mean that there has been no change to the underwriting facts declared prior to the renewal. If any undeclared change in underwriting facts is discovered subsequent to the renewal, the Policy shall be void.

### 15. Misrepresentation

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the Policyholder and/or the Insured Person material to or in connection with:-

- (a) The health of the Insured Person, and in particular:-
    - (i) whether the Insured Person is suffering from a disease, illness, disability or handicap; or
    - (ii) whether the Insured Person is aware of circumstances suggesting that he may be suffering from a disease, illness, disability or handicap;
  - (b) the Insured Person's previous risk experience and claim history;
  - (c) the Insured Person's insurance record, including previous insurance refusals;
- The Applicant and/or Policyholder and/or Insured Person shall forthwith, or within such time as the Company may in writing allow, deliver in writing a statement containing as particulars all such information thereof as may be required. No statement by the Policyholder and/or Insured under this Policy shall be acceptable to and binding on the Company unless the terms of this condition have been fully complied with.

### 16. No Claim Bonus

It is hereby noted and agreed that the Company will give a 5% discount (up to a maximum of 20% discount) on premium on each annual renewal provided

- (a) no claim has been made during the preceding period of insurance.
- (b) there has been no interruption of cover in the period or between periods of insurance

## ADDITIONAL ENDORSEMENTS

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

### CONDITION PRECEDENT IN THE POLICY

The validity of this Policy is subject to the condition precedent that:

- (a) for the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - (i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incept.

## ADDITIONAL ENDORSEMENTS (continued)

### 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 the Underwriters 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 Assured.

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

### CYBER RISK EXCLUSION CLAUSE

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental changes in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- (a) Loss of or damage to data or software, in particular any detrimental changes in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequences of the Insured physical damage the substance of property shall be covered.
- (b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.

### TOTAL ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

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

### PREMIUM PAYMENT WARRANTY CLAUSES

This Policy is subject to a Premium Payment Warranty Clause in the following. The application of the clause is determined from its relevance to the context specified within each clause.

- **PAYMENT BEFORE COVER WARRANTY (1 May 2005)**

**This clause applies where the Policy is issued to an Individual.**

1. Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ('the inception date') of the coverage under the Policy, Bond, Renewal Certificate, Cover Note or Endorsement.
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date referred to above, then the Policy, Bond, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Bond, Renewal Certificate, Cover Note and Endorsement.
3. In respect of coverage with 'Free Look' provision, the Insured may return the original policy document to the Company or intermediary within the 'Free Look' period if the Insured decides to cancel the cover during the 'Free Look' period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.

- **PREMIUM PAYMENT WARRANTY (1 May 2005)**

**This clause shall apply where the Policy is issued to a corporate entity, Period of Insurance is more than 60 days and premium is below \$100,000 in any single Policy, Renewal Certificate or Cover Note.**

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the:
  - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
  - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said 60-day period;
  - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00 or the minimum premium applicable for the policy.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

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