

# The Rules for Personal Accident Liability

## **1 Important Information Regarding Your Policy**

### **1.1 Your Policy**

1.1.1 Your Policy Wording and Policy Schedule describe the insurance contract between You and Us.

1.1.2 In return for You paying Us the premium, We insure You for the Event(s) subject to the terms, conditions and exclusions of Your Policy Wording and Policy Schedule.

### **1.2 Please read Your Policy**

1.2.1 It is important that You carefully read and understand Your Policy Wording and Policy Schedule because they describe the terms, conditions and exclusions that apply to Your insurance under Your Policy.

### **1.3 Checking Your Policy**

1.3.1 Please check Your Policy Wording and Policy Schedule to make sure all the information on them is correct. Please let Us know straight away if any alterations are needed. Please contact Us if You change Your address or account details.

### **1.4 Contacting Us**

1.4.1 If You have any queries or need to contact Us, please write to Us

### **1.5 Keeping Your documents safe**

1.5.1 You should keep Your Policy Wording and Policy Schedule in a safe place in case You need to refer to them in the future.

1.5.2 Certain types of cover under Your Policy require You to provide receipts and other documentary evidence to Us. You should keep those documents in a safe place in case We need them to settle a claim.

## **2 Cover Under Your Insurance Policy**

### **2.1 Who and What is insured?**

2.1.1 You are insured under the Benefits subject to the terms, conditions and exclusions in Your Policy.

### **2.2 What are the Eligibility Requirements?**

2.2.1 To be eligible for cover, You must be a Singapore Resident and between the age of fifty (50) and seventy-five (75) years old (both ages inclusive) on the Commencement Date, renewable up to age ninety (90) years (age inclusive).

## **3 The Meaning Of Certain Words**

**3.1** The following words when used with capital letters in Your Policy Wording or the Policy Schedule have the meaning given below.

**3.2 Accidental Death** means death occurring:

- (a) as a result of an Accidental Injury; and
- (b) within one hundred and eighty (180) days of the accident causing the injury and includes Disappearance.

**3.3 Accidental Injury** means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by sudden, unforeseen and fortuitous event, external to the body; and
- (b) occurs at an identifiable time and place during the Period of Insurance; and
- (c) results within one hundred and eighty (180) days of the accident; and
- (d) results solely from the accident and independently of any other cause; and

- (e) includes a bodily injury suffered by You being directly and unavoidably exposed to the elements as a result of an accident.
- 3.4 Activities of Daily Living** means the following activities conducted without assistance from another person:
- (a) Feeding - the ability to feed oneself once food had been prepared and made available.
- (b) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriated, any braces, artificial limbs or other surgical appliances.
- (c) Mobility - the ability to move indoors from room to room on level surfaces.
- (d) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
- (e) Washing/Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- (f) Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa.
- 3.5 Alternative Medical Physician** means a legally licensed traditional medical practitioner (including a chinese acupuncturist or bonesetter) or chiropractor or physiotherapist duly registered and practicing within the scope of their license and training in the geographical area of the country in which such practice is maintained. An Alternative Medical Physician cannot be You or Your relative.
- 3.6 Commencement Date** means 12.01 am Singapore Time on the date We agree to provide insurance under the Policy and which is specified in Your Policy Schedule.
- 3.7 Confined or Confinement** means confinement in a Hospital for at least a Day as a resident in-patient (other than for day surgery) upon the advice of and under the regular care and attendance of a Doctor and for this purpose. Day shall mean a period for which the Hospital charges for room and board.
- 3.8 Covered Diseases** includes
- i. Hand, foot and mouth disease (HFMD)
  - ii. Dengue fever (DHF)
  - iii. Avian influenza or 'bird flu' due to influenza A viral strains H5N1, H9N2, H7N7, H7N9 or H1N1
  - iv. Mumps
  - v. Rubella
  - vi. Tuberculosis
  - vii. Measles
  - viii. Malaria
  - ix. Anthrax infection
  - x. Yellow fever
  - xi. Plague
  - xii. Melioidosis or 'soil disease'
  - xiii. Rabies
  - xiv. Legionnaires' disease
  - xv. Chikungunya
  - xvi. Nipah viral encephalitis
  - xvii. Japanese viral encephalitis
  - xviii. Variant Creutzfeldt-Jakob disease (vCJD) or 'mad cow disease'
  - xix. Severe acute respiratory syndrome (SARS)
  - xx. Middle east respiratory syndrome coronavirus (MERS-CoV)
  - xxi. Zika virus
- 3.9 Disappearance** means if Your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which You were travelling on that date, We will presume You have died as a result of an Accidental Injury.
- 3.10 Doctor** means a legally registered medical practitioner who is not You or Your relative.
- 3.11 Downgrade** means a decrease in the level of Benefit, and/ or the removal of coverage of a Spouse.
- 3.12 Event(s)** means the Event(s) listed in the benefits section of Your Policy.
- 3.13 Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a Hospital (if licensing is required in the state or government jurisdiction) and meets the following requirements:
- (a) operates primarily for the reception, care and medical treatment of sick, ailing or injured persons as in-patients;
  - (b) provides full-time nursing service by and under the supervision of a staff of nurses
  - (c) has a staff of one (1) or more Doctors available at all times;
  - (d) maintains organised facilities for the medical diagnosis and treatment and provides (where appropriate) facilities for major surgery

within the confines of the establishment or in facilities controlled by the establishment;

- (e) is not primarily a clinic, nursing, rest or convalescent home or home for the aged or place for alcoholics or drug addicts or similar establishment or a special unit of a Hospital used primarily for such purposes;
- (f) is not a mental institution or an institution confined primarily to the treatment of psychiatric disease including sub-normality or the psychiatric department of a Hospital; and
- (g) is not a health hydro or nature cure clinic.

**3.14 Limb** includes a hand at or above the wrist or foot at or above the ankle.

**3.15 Like Categories** means characteristics of the insured risk that are similar in nature including but not limited to age, gender, claims experience and occupation classification that are used for calculating and determining the premiums.

**3.16 Loss:**

- (a) in connection with a Limb, thumb, finger, toe or phalanx, means Permanent physical severance or Permanent total loss of the use of the Limb, thumb, finger, toe or phalanx respectively;
- (b) in connection with the eye, means irrecoverable loss of all sight in the eye;
- (c) in connection with hearing, means entire and irrecoverable loss of hearing;
- (d) in connection with speech, means entire and

irrecoverable loss of the ability to speak;

- (e) in each case is caused by Accidental Injury and occurs within one hundred and eighty (180) days of the accident causing the injury.

**3.17 Medical Expenses** means usual, reasonable and customary Doctors' (including Alternative Medical Physician's) fees, hospitalisation fees, medical supplies and medications all of which must have been necessary and reasonably incurred in the medical or surgical treatment of Accidental Injury or Covered Diseases. The medical or surgical treatment must be administered by a Doctor within one (1) year from the date of the accident or the date of contracting the Covered Diseases, and the first expense must have been incurred within four (4) weeks from the date of the accident or the date of contracting the Covered Diseases.

**3.18 Nominated Account** means the account designated by You, which is not a Medisave account, to which premiums are to be charged.

**3.19 Partner** means spouse or de-facto with whom You have been living permanently with at least three (3) months or more at the time of occurrence of an Event leading to a claim.

**3.20 Period of Insurance** means

- (a) If You are paying a monthly premium, one (1) month from the Commencement Date or the latest Renewal Date whichever is later.
- (b) If You are paying an annual premium, one (1) year from the Commencement Date or the latest Renewal Date whichever is the later.

**3.21 Permanent** means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

**3.22 Policy** means Your Policy Wording and Policy Schedule describing the insurance contract between You and Us.

**3.23 Policy Schedule** means the schedule which We send You with Your Policy Wording.

**3.24 Policy Wording** means this document.

**3.25 Pre-Existing Medical Condition** means:

- (a) any condition for which a Doctor was consulted or for which treatment or medication was prescribed prior to the Commencement Date; 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 Commencement Date.

Where an Upgrade is the addition of a Spouse, all references in this definition to Commencement Date should be read as being Upgrade Effective Date in relation to the Spouse.

**3.26 Renewal Date** means:

- (a) If You are paying a monthly premium, one (1) month from the Commencement Date and subsequently, the same day of each successive month; or
- (b) If You are paying annual premium, one (1) year from the Commencement Date and subsequently, the same day of each successive year.

**3.27 Singaporean Resident** means Singapore Citizen or Singapore Permanent Resident or holder of a valid Work Permit or Employment Pass or Long Term Visit Pass or Dependand's Pass or S Pass issued by the authorities in Singapore.

**3.28 Total Disablement** means disablement occurring:

(a) as a result of an Accidental Injury; and

(b) within one hundred and eighty (180) days of the accident causing the injury, and which, having lasted for a continuous and uninterrupted period of at least three hundred and sixty-five (365) days, will, in all probability, entirely prevent a person from engaging in gainful employment of any and every kind for the remainder of that person's life.

**3.29 Upgrade** an increase in a level of benefit and/or the addition of coverage of Your Partner.

**3.30 Upgrade / Downgrade Effective Date** means 12.01 am Singapore Time on the date We agree to provide an Upgrade / Downgrade of Your Policy and which is specified in Your Policy Schedule recording that Upgrade or Downgrade, as the context may require.

**3.31 Waiting Period** means the period of time for and in respect of which no benefits are payable.

**3.32 We/Us/Our** means the Insurer.

**3.33 You/Your** means the person who is named as the policyholder or the Insured Person(s) named in the Policy Schedule.

## 4 Benefits

### 4.1 Accidental Death Benefit

4.1.1 In the event of Your Accidental Death, We will pay Your estate the Accidental Death Benefit specified in Your Policy Schedule.

4.1.2 If the Accidental Death Benefit is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us if it is later found that You did not die or did not die as a result of an Accidental Injury.

### 4.2 Accidental Permanent Disablement Benefit

4.2.1 If You suffer a Loss or Permanent Total Disablement as a result of an Accidental Injury and a Doctor certifies this, We will pay You the Accidental Permanent Disablement Benefit specified in Your Policy Schedule.

4.2.2 We will pay You the Accidental Permanent Disability Benefit according to the percentage limit specified in the Table of Benefits below. The maximum amount We will pay under Accidental Permanent Disability Benefit is the Benefit Amount specified in Your Policy Schedule during the lifetime of Your Policy.

4.2.3 Any existing disability will not be taken into account in assessing the amount of benefit payable.

#### Table of Benefits

Loss Event	% of Benefit Amount payable
Permanent Total Disablement	100%
Total Loss of One or Two Limbs	100%
Total Loss of Sight in One or Both Eyes	100%
Total Loss of Speech	100%
Total Loss of Hearing in:	
- Both Ears	75%
- One Ear	15%
Total Loss of One Thumb (One or Both phalanges)	20%
Loss of an Index Finger:	
- Three phalanges	10%
- Two phalanges	8%
- One phalanx	4%
Total Loss of Four Fingers and Thumbs:	
(All Phalanges)	50%
Total Loss of all Four Fingers except Thumb (All Phalanges)	40%
Total Loss of any other Finger	
- Three phalanges	10%
- Two phalanges	5%
- One phalanx	3%
Total Loss of Toes:	
- All	17%
- Big Toe (Both Phalanges)	5%
- Big Toe (One Phalanx)	5%
- Any other toe (One Phalanx or Two Phalanges)	3%
Other Permanent Disablement not specified above	Percentage calculated by the Company with reference to a medical assessment of the disablement consistent with the above scale and payable without regards to the Insured Person's occupation.

We will adopt a percentage that is consistent with the above scale without reference to Your occupation for other Permanent Disablements not specified.

And provided that:-

- a. The total amount payable in respect of all categories of Loss shall not exceeds 100% of the Benefit Amount specified in the Policy Schedule whilst in the lifetime of this Policy.
- b. If the amount is payable for Loss of a whole member of the body, then benefit for parts of that member cannot also be claimed.
- c. We will not pay for any existing disability when assessing the amount of benefit payable.

**4.3 Broken Bones Benefit**

4.3.1 If You break a bone(s) listed in the Table of Benefits below as a result of an Accidental Injury and a Doctor certifies this, We will pay You the Broken Bones Benefit according to the percentage limit specified in the Table of Benefits below, up to the Benefit Amount specified in Your Policy Schedule.

4.3.2 The maximum amount We will pay under Broken Bones Benefit is the Benefit Amount specified in Your Policy Schedule during the lifetime of Your Policy.

**Table Of Benefits**

Loss Events	% of Benefit Amount payable
1. Neck or Spine	100%
2. Hip or Pelvis	75%
3. Skull, Shoulder Blade, Sternum, Upper Arm or Thigh	50%
4. Lower Leg, Knee, Ankle, Elbow, Collarbone or Jaw	30%
5. Lower Arm or Wrist	25%
6. Foot, Hand or Cheekbone	20%
7. Vertebrae or Rib	12.5%
8. Nose	3%
9. Toe, Thumb or Finger	2.5%

Provided that:

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

**4.4 Medical Expense Reimbursement**

4.4.1 If You incur Medical Expenses as a result of an Accidental Injury or a Covered Disease, We will reimburse You, upon production of original invoices and/or receipts, up to the Benefit Amount specified in Your Policy Schedule.

4.4.2 If You have been treated by an Alternative Medical Physician for an Accidental Injury, Our liability in respect of the Medical Expenses incurred shall not exceed the sub-limit of five hundred (500) dollars or the Benefit Amount specified in Your Policy Schedule (whichever is lower) for any one Accidental Injury.

4.4.3 In the event that You become entitled to a refund of all or part of the Medical Expenses from any other source, We will only be liable for the amount in excess of the amount recovered or recoverable from such other source.

4.4.4 There is a fourteen (14) day Waiting Period applicable to the Medical Expense Reimbursement due to Covered Diseases commencing on the Commencement Date or Upgrade / Downgrade Effective Date.

**4.5 Daily Hospital Income Benefit**

4.5.1 If You have been Confined in a Hospital as a result of an Accidental Injury or You have been Confined in a Hospital in connection with a Covered Disease, and a Doctor certifies this, We will pay You the Daily Hospital Income Benefit specified in Your Policy Schedule.

4.5.2 The Daily Hospital Income Benefit will only be payable for each day of Confinement, from the first day of Confinement and for a period not exceeding sixty (60) days for any one (1) Accidental Injury, or thirty (30) days for any one (1) Covered Disease.

4.5.3 Successive periods of Confinement due to the same or a related cause shall be considered as arising from one (1) Accidental Injury or one (1) Covered Disease unless their occurrences are separated by

at least twelve (12) consecutive months of non-Confinement.

4.5.4 There is a fourteen (14) day Waiting Period applicable to the Daily Hospital Income Benefit due to Covered Disease commencing on the Commencement Date or Upgrade / Downgrade Effective Date.

#### **4.6 Nursing Expenses Benefit**

4.6.1 If You have been Confined in a Hospital for at least five (5) consecutive days as a result of an Accidental Injury, and a Doctor certifies this, We will pay You the Nursing Expenses Benefit specified in Your Policy Schedule provided that the Confinement is payable under Clause 4.5.

4.6.2 We will only pay one (1) claim under Nursing Expenses Benefit for any one (1) Accidental Injury.

4.6.3 Successive periods of Confinement due to the same or a related cause shall be considered as arising from one (1) Accidental Injury unless their occurrences are separated by at least twelve (12) consecutive months of non-Confinement.

#### **4.7 Accidental Mobility Aid Reimbursement**

4.7.1 If You suffer an Accidental Injury that results in You requiring an ambulance for transferring or transporting to the nearest Hospital and/or the assistance of crutches, walker, wheelchair or other similar mobility aids upon Your discharge from the Hospital, We will reimburse You the cost of such ambulance services and/or purchase of such mobility aids, upon production of original invoices and/or receipts, up to the Benefit Amount specified in Your Policy Schedule prevailing at the time of the accident causing the Accidental Injury.

4.7.2 In the event that You become entitled to a refund of all or part of such expenses from any

other sources, We will only be liable for the amount in excess of the amount recovered or recoverable from such other source.

#### **4.8 Monthly Living Assistance Benefit**

4.8.1 If You suffer an Accidental Injury which prevents You from performing at least three (3) of the Activities of Daily Living for the remainder of Your life, and a Doctor certifies this, We will pay You the Monthly Living Expenses Benefit specified in Your Policy Schedule up to a maximum of twenty-four (24) consecutive months or upon Your death, whichever occurs first.

#### **4.9 Senior Day Care Benefit**

4.9.1 If You suffer an Accidental Injury that results in You requiring to be admitted to a Singapore licensed senior care centre, home care, rehabilitation care centre or community hospital on the recommendation of a Doctor, We will pay You the Senior Day Care Benefit specified in Your Policy Schedule.

4.9.2 The Senior Day Care Benefit will only be payable for each day of such admission, from the first day of admission and for a period not exceeding fourteen (14) days for any one (1) Accidental Injury or any one (1) policy year.

### **5 General Extensions**

For the avoidance of doubt, notwithstanding Clause 6, but otherwise subject to the terms and conditions of the Policy, Your Policy shall cover:

#### **(a) Riot, Strike, Civil Commotion, Hijack, Murder, Assault and Terrorism**

Accidental Death or Accidental Injury which was the result of Riot, Strike, Civil Commotion, hijack,

murder, assault or Terrorism except Nuclear, Chemical and Biological Terrorism, provided that such event does not arise as a result of or in connection with Your collaboration or provocation of such act and Accidental Death or Accidental Injury as a consequence of such act could not reasonably have been avoided by You.

#### **(b) Suffocation By Smoke, Poisonous Fumes, Gas and Drowning**

Accidental Death or Accidental Injury which was the result of suffocation by smoke, poisonous fumes, gas or drowning, provided that such event did not arise as a result of You committing any wilful and intentional act or Accidental Death or Accidental Injury as a consequence of such event could not reasonably have been avoided by You.

#### **(c) Exposure**

Your Accidental Death was the result of You being unavoidably exposed to the elements as a result of an accident.

#### **(d) Motorcycling**

Your Accidental Death or Accidental Injury was sustained while motorcycling (whether as rider or pillion-rider) provided that at time of sustaining Accidental Injury, You were wearing a safety helmet, and not engaging in or practising for racing and hill climbing contests and reliability trials and speed or duration testing.

### **6 General Exclusions**

**6.1** Your Policy will not apply to any event arising directly or indirectly out of:

- (a) deliberately self-inflicted injury, suicide or criminal or illegal act; or
- (b) You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
- (c) You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport; or
- (d) You engaging in any motor sports as a rider, driver and/ or a passenger; or
- (e) You committing any unlawful acts or wilful exposure to unnecessary danger (such as jaywalking or speeding) except in an attempt to save human life; or
- (f) any consequences of, or You taking part in, any war (whether declared or not), invasion, civil war, riot or civil commotion; or
- (g) You being a pilot or crew member (on active duty) of any aircraft, or engaging in any aerial activity, including parachuting and hang-gliding, except as a passenger in any properly licensed aircraft; or
- (h) Pre-Existing Medical Conditions; or
- (i) Illness, disease, bacterial or viral infection, even if contracted by accident, other than Covered Diseases and bacterial infection that is the direct result of an accidental cut or wound or accidental food poisoning; or

- (j) any condition which is, results from or is a complication of infection with a venereal disease; or
- (k) any condition which is, results from or is a complication of congenital conditions or deformities; or
- (l) any condition which is, results from or is a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression; or
- (m) any condition which is, results from or is a complication of birth control, sterilisation, infertility or treatment thereof, pregnancy, childbirth, caesarean, miscarriage or abortion; or
- (n) any dental work or treatment, extraction of impacted teeth or wisdom teeth, eye examinations or anomalies and cosmetics or plastic surgery; or
- (o) any treatment for obesity, weight reduction or weight improvement; or
- (p) any nervous and mental conditions or disorder, alcoholism or intoxication, rest cures, sanatoria care or special care of special nursing care; or
- (q) if the diagnosis is after the announcement or notification that the Covered Disease is an epidemic or pandemic by the health authority in Singapore or the Government of the Republic of Singapore or by the World Health Organisation (WHO); or
- (r) if You are diagnosed with any Covered Disease within the Waiting Period of fourteen (14) days after the Commencement Date or Upgrade / Downgrade Effective Date.

## **6.2 Sanctions Exclusions Applicable to this Policy**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

## **7 General Conditions**

### **7.1 Where does Your Policy apply?**

7.1.1 Your Policy insures You 24 hours a day anywhere in the world.

### **7.2 Arbitration**

7.2.1 If any dispute or disagreement arises regarding any matter pertaining to or concerning Your 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 You fail to commence arbitration in accordance with this clause, it is agreed that any cause of action and any right to make a claim that You have 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 Your Policy. In no case shall You seek to recover on Your Policy before the expiration of sixty (60) days after written proof of claim has been submitted to Us in accordance with the provisions of Your Policy.

### **7.3 Laws of Singapore**

7.3.1 Your Policy is governed by the laws of Singapore.

### **7.4 Singapore Currency**

7.4.1 All payments by You to Us and by Us to You or someone else under Your Policy must be in Singapore currency.

### **7.5 Premium**

7.5.1 Premiums payable on Your Policy are not guaranteed and We reserve the right to amend the premium by giving You thirty (30) days' written notice of any change to Your address on file.

### **7.6 Modification**

7.6.1 We reserve the right to modify the terms and conditions of Your Policy, for Like Categories within the Period of Insurance by giving You prior notice of at least thirty (30) days, and such modification shall be applicable from the effective date as stated in Our written notice to Your address on file.

7.6.2 No modification of Your Policy shall be valid unless approved in writing by Our authorised representative, and such approval shall be evidenced by way of an endorsement to Your Policy issued by Us. No broker or agent has the authority to modify or to waive any of the terms and conditions of Your Policy.

### **7.7 30 Day Review Period**

7.7.1 You have thirty (30) days after You receive Your Policy Wording and Policy Schedule to decide whether the Policy

meets Your needs. You may cancel Your Policy by giving Us notice within these thirty (30) days. We will cancel Your Policy from the Commencement Date and refund in full the premium You have paid to Us, provided that You have not made a claim during the review period.

7.7.2 The Policy is considered delivered and received by You within three (3) business days from the date of delivery/posting.

### **7.8 Benefit Limits**

7.8.1 The maximum amount We will pay under Your Policy for each payable benefit is the Benefit Amount specified in Your Policy Schedule for any one (1) Accidental Injury or Covered Disease.

7.8.2 If an Accidental Injury causes one or more of the Accidental Death or Permanent Loss or Permanent Total Disablement, We will only pay for one of them that give the highest benefit.

### **7.9 Commencement and Period of Your Policy**

7.9.1 Your Policy begins from the Commencement Date or the latest Renewal Date whichever is the later and continues for the Period of Insurance.

### **7.10 Reinstatement of Your Policy**

7.10.1 If Your Policy is cancelled for any reason, You may apply for reinstatement within ninety (90) days from effective date of cancellation.

7.10.2 If We approve and accept your application for reinstatement the terms, conditions and exclusions of the Policy shall remain the same as before the cancellation of the Policy, unless otherwise specified in the reinstatement endorsement. However, there will be no cover under the Policy during the period between cancellation and reinstatement of the Policy. The date of

reinstatement will be as stated in the reinstatement endorsement.

7.10.3 An application for reinstatement of Your Policy will not be accepted after ninety (90) days from the date of cancellation.

### **7.11 Policy Owners' Protection Scheme**

7.11.1 Your Policy is protected under the Policy Owners' Protection Scheme which is administered.

### **7.12 Personal Data Protection Consent**

7.12.1 You are deemed to give consent and authorisation to Us to collect, use, disclose, and/or process Your personal data or information supplied to Us without further notification to You confidentially with Our affiliated companies, third party service providers, business partners and/or other parties, which may be sited outside Singapore, for administering policies taken out with Us, customer services and to allow us and/or Our business partners to perform marketing and related activities, until We receive Your written instruction to the contrary. Upon Your written request, We shall, without charge, cease to use Your personal information for purposes other than those directly related to Your Policy. A copy of the Personal Data Protection Policy can be found at [www.chubb.com/sg-privacy](http://www.chubb.com/sg-privacy) and You are deemed to have read the same.

7.12.2 You may write to Our Data Protection Officer at 138 Market Street #11-01 CapitaGreen Singapore 048946 for any request to withdraw Your consent, access to and/ or correction of any information supplied to Us and We may reserve the right to charge a reasonable fee to offset the administrative costs in complying with access requests.

### **7.13 Fraudulent Claims**

7.13.1 If any claim under Your Policy is in any respect:

- (a) fraudulently exaggerated; or
- (b) supported by a fraudulent statement and/or document; We shall be under no liability in respect of such claim and shall be entitled to terminate Your Policy with effect from the claim notification/ submission date.

### **7.14 Subrogation**

7.14.1 In the event of any payment made by Us under one or more sections of this Policy, We will be subrogated to all Your rights of recovery against any person or organisation. You shall provide Us with reasonable assistance including but not limited to, executing and delivering any instruments and/or documents. You shall take no actions which may prejudice Our subrogation rights.

## **8 Cancelling Your Policy**

### **8.1 When You can cancel**

- (a) If You are paying a monthly premium, You can cancel Your Policy at the end of any Period of Insurance by giving Us at least one (1) month's prior notice.
- (b) If You are paying an annual premium, You can cancel Your Policy anytime by giving Us at least one (1) month's prior notice.

### **8.2 When We can cancel**

8.2.1 We may cancel Your Policy for Like Categories of Insured Person(s) by giving you at least one (1) month's prior notice. We will do this only when We cancel all policies within the Like Categories which have been issued under the **Prime Personal Accident** Policy.

### **8.3 Automatic cancellation**

8.3.1 Cover under Your Policy will cancel automatically:

- (a) upon the date when the benefit under Clause 4.1 has been paid; or
- (b) upon the date hundred (100) percent of the benefit under Clause 4.2 has been paid; or
- (c) if You cease to be a Singapore Resident; or
- (d) when You reach the age of ninety-one (91) years old; or
- (e) upon Your death.

This will be confirmed in writing. Thereafter, the Policy will not be renewed.

## **9 Claims**

### **9.1 Procedure for making a claim**

9.1.1 If You, or Your legal representative intends to make a claim, please ensure that the following is done:

- (a) complete a claim form (claim forms are available from Us); and
- (b) attach to the claim form:
  - i. receipts for any expenses that are being claimed;
  - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage;
  - iii. any other documentary evidence required by Us under Your Policy.

iv. police investigation outcome in the event of a road traffic accident.

- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days of the happening of the Event(s) which gives rise to a claim; and
- (d) give Us at Your, or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

9.1.2 We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

### **9.2 Processing and payment of claims**

9.2.1 We will take all reasonable steps to pay a valid claim promptly.

9.2.2 We will pay all benefits amount under Your Policy to You. In the event of Your death, We will pay the amount to Your estate.

### **9.3 Making claims after Your Policy is cancelled**

9.3.1 If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the Event(s) occurred before the date of cancellation.

## **10 Your Duties To Us**

### **10.1 Duty of Utmost Good Faith**

10.1.1 Before You enter into Your Policy with Us, You must disclose fully and faithfully all the facts which You know or ought to know, otherwise the policy issued may be void.

## 10.2 Consequences of breach of duty, fraud or misrepresentation

- 10.2.1 We may refuse to pay a claim either in whole or in part, if You:
- (a) breach the duty of utmost good faith;
  - (b) make a misrepresentation to Us before or at the time Your Policy was entered into;
  - (c) breach a provision of Your Policy;
  - (d) make a fraudulent claim under any policy of insurance;
  - (e) engage in any act or omission which under Your Policy You are required to notify Us of, but You failed to do so.

## 11 Third Parties

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

## 12 Payment Before Cover Warranty

- 12.1 Notwithstanding anything therein contained but subject to Clause 12.3, it is hereby agreed and declared that the total premium due must be paid and actually received in full by Us on or before the Commencement Date or the Renewal Date.
- 12.2 In the event that the total premium due is not paid and actually received in full by Us on or before the Commencement Date or Renewal Date, no benefits whatsoever shall be payable by Us.
- 12.3 In respect of insurance coverage subject to Clause 7.7, You may return the original Policy document to Us within the "Review Period" if You decide to cancel the cover during the "Review Period". In such an

event, You will receive a full refund of the premium paid to Us provided that no claim has been made under the insurance.

- 12.4 For policy where payment of full monthly premium is to be made by credit card or bank GIRO, the submission of a complete and properly signed Direct Debit Authorisation form (or such other forms as may be required by the card centre, bank or Us) to Us on or before the Commencement Date shall be deemed to be payment received by Us, subject to Clause 12.5.

- 12.5 In the event of any rejection by the card centre or the bank of the Direct Debit Authorisation form (or any such form referred to in Clause 12.4) or any inability by Us to obtain payment of the premium by credit card or GIRO deduction due to any reason, We shall allow up to three (3) attempts for the charge and deduction of the outstanding premiums from the relevant card centre of bank. Should such attempts fail for any reason, Your Policy shall be deemed to be cancelled immediately effective from the day of the month when premium was due and unpaid and no benefits shall be payable by Us. We will inform You of the cancellation by sending a notice in writing to Your address on file. Any payment received thereafter shall be of no effect whatsoever on the cancellation of Your Policy.

## 13 Special Conditions

### 13.1 Payment of Benefits

- 13.1.1 You cannot be covered under more than one (1) **Prime Personal Accident**. If You are covered under more than one such Policy, We will consider that person to be covered under the Policy which provides the highest benefits. Where the benefits under any additional Policy are identical, We will consider that person to be

insured under the Policy first issued.

- 13.1.2 Except as specifically stated in Your Policy, benefit amounts are payable in addition to any other insurance benefits to which You may be entitled.

## 14 Special Conditions Applicable If Premiums Are Paid On A Monthly Basis (If this Clause applies, Clause 15 does not apply)

### 14.1 Renewal of Your Policy

- 14.1.1 If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 8. If no such notice has been given by either party, Your Policy will be renewed automatically for one (1) month from the Renewal Date upon Your payment of the premium due on each Renewal Date.

## 15 Special Conditions Applicable If Premiums Are Paid On An Annual Basis (If this Clause applies, Clause 14 does not apply)

### 15.1 Renewal of Your Policy

- 15.1.1 If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 8. If no such notice has been given by either party, Your Policy will be renewed automatically for one (1) year from the Renewal Date upon Your payment of the premium due on each Renewal Date.

### 15.2 Refund of Premiums

- 15.2.1 Upon cancellation of the Policy in accordance with Clause 8, We will refund to the Nominated Account any unused premium paid.