

## Personal Accident Insurance

**WHEREAS** the Insured named in the Schedule hereto by an application which shall be the basis of this contract and is deemed to be incorporated herein has applied to Great Eastern General Insurance Limited for the insurance coverage hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance coverage.

**NOW THIS POLICY WITNESSETH** that subject to the Terms, Exceptions and Conditions contained herein or endorsed hereon, we will pay compensation for loss to the extent herein provided if during the Period of Insurance the Insured Person shall suffer Bodily Injury as a result of an Accident.

### **IMPORTANT NOTICE**

We would like to remind You that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise no benefit may be received from this Policy.

You are also requested to read this Policy. If any error or misdescription is found, the Policy should be returned to Us for correction.

### **FREE LOOK (for Non-Corporate Insured)**

This Policy may be cancelled by written request to Us within fourteen (14) business days after You receives this Policy document. Any premium paid will be refunded to You provided We have not been notified of any claim.

If this Policy document is sent by post, it is deemed to have been delivered and received in the ordinary course of the post, seven (7) days after the date of posting.

This right to return the Policy is applicable only to newly incepted annual policies.

---

## DEFINITIONS

Wherever the following words are used in this Policy or in the Schedule they shall have the meanings given below:

**Accident or Accidental** shall mean an event which is sudden, unforeseen and fortuitous.

**Adult** shall mean a person aged eighteen (18) years and above at the commencement of this Policy.

**Bodily Injury** shall mean physical injury to the body sustained by an Insured Person and is caused by an Accident solely and independently of any other cause and not by any medical condition, sickness, disease, natural occurring condition, gradual physical wear and tear or mental disorder.

**Capital Sum** shall mean the sum insured for Accidental death.

**Child / Children** shall mean legally dependent child of the Insured (including a stepchild / a legally adopted child) who is during the Period of Insurance:

- (a) wholly dependent on the Insured for financial support and not gainfully employed in any way;
- (b) unmarried;
- (c) between the age of one (1) to eighteen (18) years old or up to twenty-five (25) years old if studying full-time in a recognised institution .

**Chinese Physician** shall mean a registered herbalist, chiropractor, acupuncturist, bone setter or osteopath all licensed under any applicable laws of the country in which the practice is granted including a traditional Chinese medical practitioner registered with the Traditional Chinese Medicine Practitioners Board, other than the Insured, Insured Person or the immediate family or relatives or the business partners or employers or employees of either.

**Hospital** shall mean an establishment constituted and registered as a hospital for the care and treatment of sick and injured persons as bed-paying patients which:

- (a) has facilities for diagnosis and major surgery, provides twenty-four (24) hours a day nursing services by registered graduate nurses and is under the constant supervision of a Physician;
- (b) is not a community hospital, clinic, an alcoholic or drug rehabilitation centre, a nursing, rest or convalescent home, a spa or a hydroclinic or similar establishment.

**Insured** shall mean the Person or the Insured Person(s) as named in the Schedule ordinarily residing in Singapore for whom the insurance coverage is arranged.

**Insured Person(s)** shall mean each of the Insured Person named in the Schedule.

**Loss of Hearing** shall mean total and irrecoverable loss of hearing as certified by a Physician.

**Loss of Limb** shall mean loss by complete physical severance of a hand at or above the wrist or a foot at or above the ankle.

**Loss of Sight** shall mean total and irrecoverable loss of sight as certified by a Physician.

**Loss of Speech** shall mean total and irrecoverable loss of speech as certified by a Physician.

**Loss of Use** shall mean total functional disablement and is treated like the loss of the said limb or organ as certified by a Physician.

**Medical Expenses** shall mean expenses incurred within three hundred and sixty-five (365) days of sustaining Bodily Injury for medical and surgical treatment by a Physician, for hospitalization or for employment of a trained nurse including expenses for ambulance hire and treatment by a Specialist or Physiotherapist which is actual, medically necessary and reasonable and customary for such treatment or services.. All treatment including treatment by a Specialist Physiotherapist must be prescribed or referred by a Physician in order for expenses to be reimbursed under this Policy. The reimbursement will not exceed the usual level of charges for similar treatment, medical services or supplies where the expenses were incurred had this Policy not existed. Medical Expenses exclude the expenses incurred for treatment provided by a family member of the Insured Person or self-treatment by an Insured Person including the prescription of drugs and the consequence of such treatment.

**Mobility Aid** shall mean equipment or device designed to assist walking or move from place to place when a person is injured or disabled.

---

**Period of Insurance** shall mean the policy period specified in the Schedule.

**Permanent Disablement** shall mean any disablement that falls into one of the categories listed in the Table of Benefits under Benefit B and/or C and having lasted for a continuous and uninterrupted period of at least twelve (12) calendar months from the date of Accident and at the expiry of that period be beyond hope of improvement as certified by a Physician.

**Permanent Total Disablement** shall mean total paralysis or permanently bedridden or the Insured Person must be so disabled that he will be unable to perform any work, profession, or occupation:

- (a) for at least twelve (12) consecutive months; and
- (b) in the opinion of the attending Physician, at any time afterwards, to earn or obtain any wages, remuneration or profit.

**Physician** shall mean any registered medical practitioner qualified by degree in western medicine who is legally licensed and authorized to practice medicine and surgery in the geographical area of his practice, other than the Insured, Insured Person or the immediate family or relatives or the business partners or employers or employees of either.

**Physiotherapist** shall mean a person who is qualified by an accredited qualification in physiotherapy and who is registered and authorised to practice physiotherapy in the geographical area of his practice, other than the Insured, Insured Person or the immediate family or relatives or the business partners or employers or employees of either.

**Pre-Existing Medical Condition** shall mean:

- a) any condition, illness, disease, disability or defect for which the Insured Person has sought medical advice, been investigated, been diagnosed, been hospitalized, received medical treatment, undergone surgical operation, or been prescribed drugs at any time; or
- b) any signs and symptoms manifested in the last twelve (12) months prior to the commencement of this Policy which would have caused a prudent person to seek counselling, seek medical advice, undergo investigation or diagnostic tests, receive medical treatment, undergo surgery, be hospitalized, or be prescribed drugs.

**Schedule** shall mean the document containing details of Insured, Insured Person(s), plan type selected and Period of Insurance. The Schedule forms part of the Policy.

**Specialist** shall mean a Physician possessing the necessary additional qualifications and expertise to practice as a recognized Specialist of diagnostic techniques, treatment and prevention, in a particular field of medicine like psychiatry, neurology, pediatrics, endocrinology, obstetrics, gynaecology, orthopaedic, cardiology, gastroenterology, ophthalmology and dermatology.

**Temporary Total Disablement** shall mean the period which is certified by a qualified Physician in the medical certificate(s) that the Insured Person is temporarily and continuously not able to perform each and every duty pertaining to his work, profession or occupation.

**Temporary Partial Disablement** shall mean the period which is certified by a qualified Physician in the medical certificate(s) that the Insured Person is temporarily and continuously not able to perform a substantial part of his duty pertaining to his work, profession or occupation.

**Treatment** shall mean the surgical or medical procedures for which the sole purpose is the cure or relief of Injury.

**We / Us / Our / the Company** shall mean Great Eastern General Insurance Limited.

## BENEFITS

### **PERSONAL ACCIDENT**

We shall pay the Insured or Insured Person's legal representative for Benefit A, as per the percentage of Capital Sum insured as specified in the Table of Benefits below, up to the limit as specified in the Schedule, if the Insured Person sustains Bodily Injury as a result of an Accident during the Policy Period and within three hundred and sixty-five (365) days of the Accident results in death or Permanent Disablement.

### **TABLE OF BENEFITS**

<b>BENEFITS</b>		<b>% OF CAPITAL SUM</b>
<b>A.</b>	Death	100%
<b>B.</b>	Permanent Total Disablement	100%
<b>C.</b>	Other Permanent Disablement specified below:	
	1. Total and Permanent Loss of two (2) limbs	100%
	2. Total and Permanent Loss of one (1) limb	100%
	3. Total and Permanent Loss of sight in one (1) or both eyes	100%
	4. Total and Permanent Loss of one (1) limb and total loss of sight in one (1) eye	100%
	5. Total and Permanent Loss of speech and hearing in both ears	100%
	6. Total and Permanent Loss of hearing – both ears	75%
	7. Total and Permanent Loss of hearing – one (1) ear	25%
	8. Total and Permanent Loss of speech	50%
	9. Total and Permanent Loss of Thumb and four (4) fingers of one (1) hand	75%
	10. Total and Permanent Loss of four (4) fingers of one (1) hand	40%
	11. Total and Permanent Loss of Thumb – two (2) phalanges	30%
	12. Total and Permanent Loss of Thumb – one (1) phalanx	15%
	13. Total and Permanent Loss of index finger – three (3) phalanges	10%
	14. Total and Permanent Loss of index finger – two (2) phalanges	8%
	15. Total and Permanent Loss of index finger – one (1) phalanx	6%
	16. Total and Permanent Loss of other finger – three (3) phalanges	5%
	17. Total and Permanent Loss of other finger – two (2) phalanges	4%
	18. Total and Permanent Loss of other finger – one (1) phalanx	2%
	19. Total and Permanent Loss of toes – all toes of one foot	15%
	20. Total and Permanent Loss of big toe – two (2) phalanges	5%
	21. Total and Permanent Loss of big toe – one (1) phalanx	3%
	22. Total and Permanent Loss of toes – other than big toe, each toe	1%
	23. Shortening of leg by at least five (5) centimetres (cm)	7.5%
	24. Third degree burns (Damage as a % of total body surface area)	
	a) Head – equal to or greater than 2% but less than 5%	50%
	– equal to or greater than 5% but less than 8%	75%
	– equal to or greater than 8%	100%
	b) Body – equal to or greater than 10% but less than 15%	50%
	– equal to or greater than 15% but less than 20%	75%
	– equal to or greater than 20%	100%

### **OTHER BENEFITS (APPLICABLE ONLY IF TAKEN UP)**

The below Benefit(s) is/are only applicable if it/they is/are printed in the Schedule.

---

#### **D. WEEKLY COMPENSATION**

##### **(I) Temporary Total Disablement**

We shall pay 100% of the weekly benefit as specified in the Schedule up to one hundred and four (104) weeks in the aggregate for any one Accident if such Bodily Injury shall, within twenty-one (21) days from the date of the Accident give rise to a claim for Temporary Total Disablement under this Policy.

##### **(II) Temporary Partial Disablement**

We shall pay 50% of the weekly benefit as specified in the Schedule up to one hundred and four (104) weeks in the aggregate for any one Accident if such Bodily Injury shall, within twenty-one (21) days from the date of the Accident give rise to a claim for Temporary Partial Disablement under this Policy.

No benefits under Benefit D shall be payable:

- (a) after one hundred and four (104) weeks from the date of Bodily Injury for any one Accident;
- (b) Until the total amount thereof shall have been ascertained and agreed.

We reserve the right to request for a medical examiner's report after every four (4) weeks of benefits payment, whether such duration of benefits is continuous or otherwise.

#### **E. MEDICAL EXPENSES**

We shall reimburse the Medical Expenses incurred arising from Bodily Injury up to the benefit limit as specified in the Schedule for any one Accident and in the aggregate during the Period of Insurance.

This Section is extended to include Medical Expenses incurred reasonably and necessarily for treatment by a registered Chinese Physician arising from Bodily Injury up to a limit of S\$150 per consultation and maximum S\$2,000 or the limit as specified in the Schedule, whichever is the lesser, in the aggregate during the Period of Insurance subject to not more than one (1) consultation per day.

#### **F. MOBILITY AID**

We shall reimburse the actual expenses incurred for purchase or rental of Mobility Aid up to the limit as specified in the Schedule for any one Accident and in the aggregate during the Period of Insurance if the Insured Person sustains Bodily Injury as a result of an Accident of such nature that the Insured Person requires Mobility Aid including but not limited to artificial limbs, crutch or wheelchair and/or necessary ramps, railings and holds to usual place of residence on the recommendation of a Physician.

### **PROVISOS**

- (a) No compensation shall be payable unless death or loss takes place within twelve (12) calendar months from the date of the Bodily Injury causing the same.
- (b) The total compensation payable cumulatively under Benefit A, B and/or C shall not in any event exceed 100% of the Capital Sum as shown in the Schedule.
- (c) Should death (Benefit A) occur after any payment has been made under Benefit B and/or Benefit C, We shall pay 100% of the Capital Sum less any payment previously made cumulatively for Benefit B and/or Benefit C.
- (d) If total payment previously made cumulatively for Benefit B and/or Benefit C reaches 100% of the Capital Sum, no further payment shall be payable upon death.
- (e) In the event the Insured's claim is payable under Benefit A no claims shall be payable under Benefits B, C, D, E and F in respect of the same Accident giving rise to the claim.
- (f) In cases where the Bodily Injury sustained from the same Accident may give rise to claims under Benefit B and Benefit C, the Insured shall only be entitled to lodge a claim either under Benefit B or Benefit C, but not both.
- (g) In addition compensation is paid under Benefit C for any permanent partial disablement (other than loss of sense of taste or smell for which no compensation is payable) not specified above, the proportion being assessed by Us after consulting its Medical Advisers without taking into consideration the Insured's occupation, and Our percentage assessment in such an event shall not be subjected to any challenge by the Insured.

- 
- (h) Any sums payable under Benefit D shall be deducted from any sums subsequently becoming payable under Benefit A, B or C in respect of the same Accident. In the event that the sum payable under Benefit D is more than the amount payable under Benefit A, B or C, the higher amount shall apply.
- (i) In the event of payment of any claim made in respect of death or disablement assessed at 100% of the sum insured arising from any one Accident, the Policy shall automatically be deemed to have lapsed and ceased to have any further effect.

PROVIDED ALWAYS that the insurance coverage hereby made is and shall be subject to the Conditions and Memoranda, if any, endorsed hereon in like manner as if the same were respectively repeated and incorporated herein, and compliance with such Conditions and Memoranda, and each of them, shall be conditions precedent to the right of the Insured to sue or recover hereunder.

## GENERAL CONDITIONS

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 this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

### 1. Age Limit

Cover is available to an Insured Person between the age of sixteen (16) and sixty-five (65) years old with renewal up to the age of seventy-five (75) years old. Cover is available to Child(ren) between the age of one (1) and eighteen (18) years old (up to twenty-five (25) years old if studying full-time in a recognized institution).

### 2. Automatic Renewal of Coverage

Unless the Insured Person or We exercises the right to cancel the Policy or the Policy is terminated, the Policy will be renewed automatically from year to year so long as premium is paid when due. Renewal is subjected to the Definitions, Benefits, Provisos, Terms, Conditions and Exclusions of the Policy.

### 3. Arbitration

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC.

If the dispute cannot be brought before or dealt with by FIDReC, it will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrator(s).

The language of the arbitration shall be in English.

### 4. Bodily Injury

Bodily Injury sustained by an Insured Person shall occur within three hundred and sixty-five (365) days from the date of Accident.

### 5. Cancellation by Us

We may cancel this Policy by giving thirty (30) days' notice by registered letter to the Insured at his last known address and will return to the Insured the premium paid less the pro-rata portion thereof for the period this Policy has been in force subject to a minimum premium payment of S\$50.

### 6. Cancellation by Insured

The Insured may cancel this Policy by giving thirty (30) days' notice in writing to Us and shall be entitled to a refund premium less the premium computed at Our Short Period Rates for the duration this Policy has been in force subject to a minimum premium payment of S\$50 by the Insured. Provided no claim has arisen during the period which this Policy has been in force.

---

### Short Period Rates

DURATION NOT EXCEEDING	% OF ANNUAL PREMIUM
1 month	25%
2 months	33%
3 months	42%
4 months	50%
5 months	58%
6 months	67%
8 months	83%
12 months	100%

#### 7. Compliance with Policy Provisions

Any failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

#### 8. Disappearance

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 on which the Insured 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.

#### 9. Discharge of Liability

We shall not be bound to notice or be affected by any notice of trust charge or alteration relating to this Policy and the receipt of the Insured (or the Insured's legal personal representatives) shall in all cases effectually discharge Us.

#### 10. Entire Contract

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

#### 11. False Declaration

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Policy or any renewal thereof shall have been obtained through any misstatement, mis-representation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

#### 12. Governing Law

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

#### 13. Notice and Alteration

All notices required to be given by the Insured to Us must be in writing and no alteration in the terms of this Policy, or any endorsement thereon, will be held valid unless the same is signed or initialised by an authorised officer of the Company.

#### 14. Notice of Material Changes

The Insured shall give immediate written notice to Us of any change in country of residence, occupation, pursuits of the Insured Person or any injury, disease, physical defect or infirmity by which the Insured Person has become affected.

Following any material change of the Insured Person, We may charge additional premiums, impose additional restrictions or cancel the insurance coverage under this Policy.

#### 15. Observance of Terms

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that each of the Insured Person named herein shall as though he or she were the Insured observe and follow the Terms, Exceptions and Conditions of this Policy.

---

**16. Payment of Benefits**

All benefits payable under this Policy shall be paid to the Insured or in the event of death of the Insured Person, to his legal representative on production of the Letter of Administration or Grant of Probate and whose receipt shall be deemed a final and complete discharge of all Our Liability under this Policy.

**17. Payment Before Cover Warranty (For Non-Corporate Insured)**

- (a) Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the premium due must be paid to Us (or the intermediary through whom this Policy, Renewal Certificate, Cover Note or Endorsement was effected) on or before the inception date ("the Inception Date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement. Payment shall be deemed to have been effected to Us or the intermediary when one of the following acts takes place:
- (i) Cash or honoured cheque for the premium is handed over to Us or the intermediary;
  - (ii) A credit or debit card transaction for the premium is approved by the issuing bank;
  - (iii) A payment through an electronic medium including the internet is approved by the relevant party;
  - (iv) A credit in favour of Us or the intermediary is made through an electronic medium including the internet.
- (b) In the event that the premium due is not paid to Us (or the intermediary through whom this Policy, Renewal Certificate, Cover Note or Endorsement was effected) on or before the Inception Date, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- (c) In respect of insurance coverage with Free Look provision, the Insured may return the original policy document to Us 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 Us provided that no claim has been made under this Policy and the cover shall be treated as if never put in place.

**18. Premium Payment Warranty (For Corporate Insured)**

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

**19. Condition Precedent (For Corporate Insured)**

The validity of this Policy is subject to the Condition Precedent that:



- 
- (a) for the risk insured, the 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 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 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 Insured to Us before cover incepts.

**20. Reasonable Care**

The Insured Person shall take all reasonable precautions to prevent Accident or Bodily Injury.

**21. Renewal**

We shall neither be bound to send any notice of renewal, nor to renew this Policy.

**22. Termination**

Insurance coverage under this Policy shall be terminated on the earliest happening of the following events:

- (a) death of Insured Person; or
- (b) the Insured Person has reached the age of seventy-five (75) years old on the expiry of this Policy.

In the event the Insured (who is not the Insured Person) dies, this Policy will continue for the Insured Person until the expiry of the Policy Period.

**23. Termination due to Termination of Contract or Employment**

If the Insured Person is working in The Republic of Singapore under a work permit or employment pass issued by the Ministry of Manpower, the insurance coverage under this Policy will terminate on the date that his contract of employment is terminated ("the Termination Date").

The Insured Person will notify Us of the termination of his contract of employment and We will, provided no claim has arisen during the period which this Policy has been in force, refund the premium less the premium to be computed at Our short period rates for the duration this Policy has been in force subject to a minimum premium payment of S\$50 by the Insured.

Any failure to give notice by the Insured Person will not extend the insurance coverage under this Policy beyond the Termination Date, however, the termination will not prejudice any claim arising before the Termination Date.

**24. Territorial Limit**

Accidental death and Bodily Injury sustained in any part of the world unless otherwise stated in the Schedule.

## CLAIM CONDITIONS

**1. Abandonment of Claim**

If We shall disclaim liability to the Insured (or the Insured's legal personal representatives) for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**2. Medical Examination**

The Insured (or the Insured's legal personal representatives) shall at the expense of the Insured furnish to Us all such certificates, information and evidence as may be required by Us and the Insured shall, whenever reasonably required to do so, submit to medical examination on Our behalf. In the event of the death of the Insured, We shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to Us as to the time and place of any inquest appointed.

---

### 3. Notice of Accident

Upon the happening of any Accident likely to give rise to a claim under this Policy, the Insured shall within thirty (30) days after the happening of such Accident give notice to Us with full particulars of the Accident and injuries and the Insured shall as soon as possible procure and act on proper medical or surgical advice.

### 4. Submission and Documentation

The Insured shall at his expense furnish Us all certificates, forms, bills, receipts, information and evidence as may be required by Us and submit only original bills, receipts and other documents required to support a claim, unless otherwise agreed in writing by Us.

### 5. Time for Filing Proof or Loss

Affirmative proof of loss must be furnished to Us in the case of a claim for which We are liable within sixty (60) days after the date of such loss.

## GENERAL EXCLUSIONS

If We allege that by reason of the following Exclusions any losses, damages, costs or expenses are not covered by this Policy, the burden of proving that such losses, damages, costs or expenses are covered shall be upon the Insured.

We shall not be liable for any claim directly or indirectly caused by, in connection with, arising out of, in consequence of or is contributed to by:-

1. War invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
2. Ionising, radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or from nuclear weapons material.
3. Any wilful or intentional acts of the Insured Person (while sane or insane) including suicide, self-inflicted injury, suicide pacts or agreements or any attempt thereat.
4. Mental and nervous disorders, including but not limited to sleeping disorder, depression, insanity and anxiety.
5. Any condition which is, results from or is a complication of:
  - (a) pregnancy, child-birth, miscarriage (not accelerated or induce by Bodily Injury) or any complications thereof;
  - (b) hernia of any type, venereal disease, Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome ("AIDS"), and AIDS Related Complications ("ARC"), any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC, and any kind of diseases.

For the purpose of this exclusion,

- (i) The term AIDS shall have the meaning assigned to it by the World Health Organisation at the time of Hospitalization.
  - (ii) Opportunistic infections shall include but are not limited to pneumocystis carinii pneumonia, organism or chronic enteritis virus and/or disseminated fungi.
  - (iii) Malignant neoplasm shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies currently or which subsequently becomes known as causes of death in the presence of AIDS.
6. Provoked homicide or assault or any act or event arising, directly or indirectly, in connection with the collaboration or provocation of the Insured Person.
  7. Intoxication by alcohol, narcotics or drugs unless it is proven that the drug was taken in accordance with proper medical prescription other than for the treatment of drug addiction, alcoholism or mental illness.

- 
8. Routine general physical or any other examinations not directly related to admission, diagnosis, illness or injury or treatment which is not medically necessary.
  9. Dental care or surgery, cosmetic or plastic surgery except necessitated by Bodily Injury caused by Accident.
  10. Congenital anomalies and conditions or Pre-existing Condition arising out of or resulting therefrom.
  11. The Insured Person participating, training or engaging in winter sports, big game hunting, mountaineering, rockclimbing, scuba or skin-diving or any underwater activities, motor-rally or racing or speed contest of any kind other than on foot, and any aerial activities (whether suspended or not).
  12. Any Bodily Injury which arises in the course of the Insured Person's occupation if it falls within the following categories or involves the following activities:-
    - (a) regular armed forces including police force personnel, prison officer, immigration officer, fire service personnel, civil defence personnel or military personnel, other than reservist training during peacetime
    - (b) pilot, air steward, stewardess or flying as a member of an aircrew or in an aircraft for the purpose of any trade or technical operation therein or thereon or air travel, other than as a fare-paying passenger on a fully licensed passenger carrying airline.
    - (c) private investigator or detective
    - (d) professional sports player / team
    - (e) professional diver or occupations involving deep sea diving
    - (f) ship crew or workers on board vessels, stevedore, shipbreaker
    - (g) occupations involving oil and gas rig, underground work, offshore work
    - (h) occupations involving the use of heavy machinery and tools
    - (i) construction worker or any occupations involving height exceeding ten (10) metres from/above ground/ floor level, handling of hazardous chemical or explosive materials or high power voltage electricity work, woodwork, welding or high heat environment
  13. Any infectious disease which is announced or notified as an epidemic or pandemic by the health authority in Singapore or the Government of Singapore; and a pandemic by the World Health Organisation (WHO).

**14. Communicable Disease Exclusion**

Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this clause, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

---

**15. Contracts (Rights of Third Parties) Act (Chapter 53B)**

A person who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms.

**16. Cyber Loss Exclusion**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any CYBER LOSS.

Definitions:-

CYBER LOSS means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, fee, expense or any other amount incurred by or accruing to the INSURED, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER INCIDENT.

CYBER INCIDENT means:

- (a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- (b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- (c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any COMPUTER SYSTEM or any data by any person or group of persons.

COMPUTER SYSTEM means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

**17. Electronic Date**

This Policy does not cover any claims of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data procession or media, microchip, embedded chip, integrated circuit or similar device, or firmware or any computer software, whether the property of the Insured or not, occurring at any time to:

- (a) correctly recognize any date as its true calendar date
- (b) 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 its true calendar date
- (c) capture, save or retain and/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.

**18. Sanction Limitation and Exclusion**

No insurer shall be deemed to provide cover and no insurer shall 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 may, in the insurer's opinion, expose that insurer to the risk of or result in any breach or violation of, or non-compliance with, any sanction, prohibition, restriction or regulations imposed by any state or transnational organisation including but not limited to the United States of America, the United Nations, the European Union, the United Kingdom, the Republic of Singapore and any state or country where the insurer or its related entity carries on business ("Sanctions").

If the Insured, Policyholder, beneficial owner of the Policy, life assured(s) (if applicable), beneficiary, payee or any affiliate, successor or assign of any of the foregoing (collectively the "Insured") is designated or listed as a person subject to Sanctions ("Restricted Party") or has any involvement whatsoever with any Restricted Party, whether directly or indirectly, or has been charged, or convicted or has had judgment taken against them under any local or foreign law or regulations implementing any Sanctions, the insurer

---

shall be entitled, in its sole discretion and without incurring any liability whatsoever, to exercise any one or more of the following rights and/or remedies against the Insured, namely:

- (i) cancel, terminate, void and/or nullify any policy, contract, transaction or business;
- (ii) liquidate and/or close-out any financial product or investment;
- (iii) withhold and/or suspend any payment, transfer and/or receipt of any money, refund or benefit;
- (iv) decline and/or refuse any transaction or request; and/or
- (v) take or refrain from taking any step or action necessary to eliminate, reduce or minimise the risk of any breach or violation of any Sanctions or exposure to any Sanctions.

The Insured shall indemnify the insurer and hold the insurer harmless from and against any and all losses, damages, costs and/or expenses suffered and/or incurred by the insurer, including but not limited to legal costs and attorney's fees.

## 19. Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy 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 Exclusion 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 Exclusion 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 Policy the burden of proving the contrary shall be upon the Insured.

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

## 20. Total Asbestos

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.

# EXTENSIONS

## Terrorism

Notwithstanding General Exclusion 17, Benefit A of this Policy is extended to cover against terrorism up to the limit as specified in the Schedule subject to a maximum limit of S\$300,000 per Insured Person but excluding injury or losses resulting directly or indirectly from, attributed to or accelerated by the utilization of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this clause:

- (a) Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- (b) Utilisation of nuclear weapons of mass destruction means the use of any explosives, nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

- 
- (c) Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (d) Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

### **Exposure**

This Policy shall cover claims arising out of Bodily Injury caused by exposure to the elements as a result of an Accident covered hereunder.

### **Disappearance Clause**

Notwithstanding General Condition 8, if the Insured Person disappears during the currency of this Policy and the Insured Person's body is not found within three hundred and sixty-five (365) days after the Insured Person's disappearance and sufficient evidence is produced satisfactorily to Us that leads Us inevitably to the conclusion that the Insured Person sustained Bodily Injury and that such Bodily Injury caused the Insured Person's death. We shall pay the death benefit under this Policy provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to Us if the Insured Person is subsequently found to be living.

Subject otherwise to the terms, exceptions and conditions of this Policy.

### **Hijacking**

The Policy is extended to cover hijacking or any attempt thereat resulting therefrom.

For the purpose of this extended cover, hijacking shall be deemed to include unlawful seizure or wrongful exercise of control of any aircraft or conveyance or the crew thereof in which the Insured Person is travelling as a fare-paying passenger.

Hijacking shall not include the activities of any person or persons directly associated with war, invasion (whether war be declared or not), insurrection, rebellion or revolution.

### **Murder, Assault, Sabotage or Willful Acts**

It is hereby declared and agreed that the Policy extends to cover death or disablement caused by murder, assault, sabotage or other willful acts of third parties or any attempt thereat provided that the Insured Person is not a party or privy thereto and provided that it is not a result of war, invasion, act or foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, as excluded in General Exclusion 1 of the Policy.

Subject otherwise to the terms, exceptions and conditions of the Policy.

### **Strike, Riot and Civil Commotion**

This Policy is extended to cover events consequent upon Strike, Riot and Civil Commotion not assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, provided that the Bodily Injury does not arise out of or in connection with the Insured Person's collaboration, participation or provocation of any such act or if such act could reasonably have been avoided by the Insured Person.

### **Suffocation by Smoke, Poisonous Fumes, Gas & Drowning**

In the event that the Insured Person suffers Death or sustains bodily Injury caused by suffocation by smoke, poisonous fumes, gas or drowning, We will pay the amount appropriate to the Benefits as stated in the Table of Benefits, provided such event does not arise as a result of the Insured Person's wilful and intentional act.

### **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 General Insurance Association (GIA) or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).