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CO. REG. NO. 200412212G

TRAVEL INSURANCE MASTER POLICY

THIS POLICY IS SPECIALLY ARRANGED BY STANDARD CHARTERED BANK (SINGAPORE) LIMITED FOR STANDARD CHARTERED BANK (SINGAPORE) LIMITED'S VISA INFINITE CREDIT CARD HOLDERS ONLY

MASTER POLICY NO. 28711676 SVI

WHEREAS Policyholder by a proposal, declaration and/or information which is the basis of and is deemed to be incorporated within this contract has applied to MSIG Insurance (Singapore) Pte. Ltd. (the Insurer or **Company**) for the insurance contained in this Master Policy (Policy) and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms exclusions and conditions contained in or endorsed onto this Policy if during the **Period of Insurance** or any subsequent period for which the Policyholder shall have paid and the Insurer shall have agreed to accept the renewal premium, the Insurer will indemnify the **Insured Person** in accordance with the terms, exclusions and conditions of the Policy.

DEFINITIONS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy/ Schedule.

Accident

means a sudden and unexpected event that is caused by direct violent external and visible means which gives rise to a result which the **Insured Person** did not intend or anticipate.

Adult

means a person age 18 years and above at the commencement of any **Journey** .

Cardholder

means an individual who had been issued with a Standard Chartered Bank (Singapore) Limited's Visa Infinite Credit Card

Common Carrier

means any land, water or air conveyance operating as a form of public transport under a licence for the regular and scheduled transportation of fare-paying passengers which any member of the public can join at a recognised stop and pay a fare. **Common Carrier** includes taxi service, but exclude tour coach or any mode of transportation that is chartered or arranged for the tour.

Injury

means bodily **Injury** to the **Insured Person** occurring during the **Journey** caused solely by **Accident** and not by **Sickness** , disease or gradual physical or mental wear and tear.

Insured/Policyholder

means Standard Chartered Bank (Singapore) Limited ("SCBSL").

Insured Person

means any Standard Chartered Bank (Singapore) Limited's Valid Visa Infinite Principal Credit Card Holder and his/her legal spouse.

Journey

means the entire return trip not exceeding ninety (90) consecutive days from the time during the **Period of Insurance** that the **Insured Person** leaves his/her home or workplace within Singapore for the sole purpose of commencing a trip abroad and ending up to three (3) hours after the **Insured Person** arrives back to Singapore or returns directly to his/her home or workplace in Singapore, whichever is sooner.

Medical Practitioner

means legally registered **Medical Practitioner** qualified to practise western medicine and surgery in accordance to the applicable laws of the country in which the practice is granted. The **Medical Practitioner** shall not be an **Insured Person**, an **Insured Person's** spouse a business partner or an employer or employee or agent of an **Insured Person**, or a person related to an **Insured Person** in anyway.

Period of Insurance

means the **Period of Insurance** specified in the Schedule.

Sickness

means any sudden and unexpected deterioration of health of an **Insured Person** due to a medical condition contracted, commencing or manifesting during the **Journey** outside Singapore which requires the treatment by a **Medical Practitioner**.

We / Us / Our / Company

means MSIG Insurance (Singapore) Pte. Ltd.

THE BENEFITS

Subject to the terms, conditions and exclusions of the Policy, the **Company** will pay the benefits as described below in respect of a **Journey**, when:

1. the **Insured Person** is travelling out of and return to Singapore in a conveyance and all of the travel fare for the **Insured Person's** travel in that conveyance has been charged to the **Cardholder's** valid SCBSL Visa Infinite Card.
(Note: Where the fare on the conveyance concerned is incorporated as part of the total cost of a package tour, this requirement is deemed to be satisfied if the total cost of that package tour was charged to that one valid SCBSL Visa Infinite Card);
2. the Policy is still in force at the time the **Insured Person** commences the **Journey**.

SECTION 1 – PERSONAL ACCIDENT COVER

The **Company** will pay compensation for death or disablement as described below if an **Insured Person** suffers **Injury** while travelling solely as a fare paying passenger in a **Common Carrier** during the **Journey** which within one hundred and eighty (180) days of its happening is the sole cause of the death or such disablement as certified by a **Medical Practitioner**.

| | Sum Insured (up to) |
|--|-------------------------------|
| Each Insured Person up to 69 years old at the commencement of the Journey | \$1,000,000 |
| Each Insured Person aged 70 years old and above at the commencement of the Journey | \$500,000 |

| Table of Compensation | | |
|------------------------------|--|--|
| 1. | Death | } |
| 2. | Permanent Total Disablement for which satisfactory proof has been given to the Company that the total disablement has been continued for twelve (12) months from the date of the Injury and will in all probability continue for the remainder of the Insured Person's life and prevent the Insured Person from attending to any kind of business, profession or occupation | } } } } } 100% of the } Sum Insured |
| 3. | Total and irrecoverable loss of sight in one or both eyes | } } |
| 4. | Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg | } } } |

If the **Insured Person** suffers **Injury** that results in more than one of the results described in 1 to 4 above, the maximum We will pay is 100% of the Sum Insured in total.

SECTION 2 –MEDICAL EXPENSES

The **Company** will reimburse the **Insured Person** for the necessary medical, surgical, nursing and hospital charges incurred at the direction of a **Medical Practitioner** including emergency dental treatment expenses incurred to restore sound and natural teeth or a fractured jaw, as a result of **Injury** or **Sickness** suffered by the **Insured Person** during the **Journey** outside Singapore.

If the **Insured Person** has obtained medical treatment during the **Journey** outside Singapore for an **Injury** or **Sickness** suffered during the **Journey** outside Singapore, We will further pay for the medical expenses which are a continuation in Singapore of such overseas medical treatment. Provided such expenses are incurred not more than thirty (30) days after the **Insured Person's** return to Singapore.

If the medical treatment is not first obtained outside Singapore, the **Insured Person** must seek medical treatment in Singapore within seventy-two (72) hours of his/her return to Singapore, and provided such medical expenses are incurred within thirty (30) days after the **Insured Person's** return to Singapore.

The maximum liability of the Insurer per **Journey** resulting in **Injury** or **Sickness** is as follows:

- up to S\$50,000 per **Insured Person** (Up to 69 years old)
- up to S\$25,000 per **Insured Person** (Aged 70 years old and above)

The liability of the **Company** in respect of emergency dental treatment expenses for any one **Journey** resulting in **Injury** for any one **Insured Person** shall not exceed S\$500.

The **Company** shall not be liable for the first S\$150 of each and every claim under this Section other than emergency dental treatment expenses.

EXTENSIONS TO SECTION 2

Subject otherwise to the terms, conditions and exclusions of this Policy, cover under this Section 2 is extended to the following:

SUFFOCATION BY SMOKE, POISONOUS FUMES, GAS AND DROWNING

Medical expenses payable under Section 2 is extended to cover the **Insured Person** against any **Injury** or **Sickness** as a result of suffocation by smoke, poisonous fumes, gas or drowning, provided that such **Injury** does not arise as a result of an **Insured Person's** wilful and intentional act.

MURDER OR ASSAULT

Medical expenses payable under Section 2 is extended to cover **Insured Person** against any **Injury** or **Sickness** as a result of murder or assault. The **Company** shall not however be liable for any claims arising out or in connection with the **Insured Person's** own participation or provocation of any such act.

HIJACKING

Medical expenses payable under Section 2 is extended to cover the **Insured Person** against any **Injury** or **Sickness** as a result of Hijack. The **Company** shall not however be liable for any claims arising out or in connection with the **Insured Person's** own participation or provocation of any 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 intention, of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

TERMS AND LIMITATIONS APPLICABLE TO SECTION 3.1, 3.2 and 3.3

Worldwide medical and travel assistance services referred in Section 3.1, 3.2 and 3.3 are arranged by Us through our appointed assistance company where applicable to assist the **Insured Person** in any emergency during his/her **Journey** outside Singapore through the MSIG Assist 24 hour Hotline **+65 6323 8288**.

The **Insured Person** and persons acting on behalf of the **Insured Person** will be required to always identify themselves by their full names, type of Visa Infinite card that they are holding and Policy number.

The maximum limit in respect of each **Insured Person** for all services and benefits under Sections 3.1 & 3.3 shall not exceed the limit of \$100,000 for any one **Journey** regardless of the number of events involved.

The services provided are rendered on a worldwide basis. However, We and our appointed assistance company shall not be required to provide such services to **Insured Persons** located in areas which make such services impossible or reasonably impracticable.

We and our appointed assistance company cannot be held responsible for failure to provide services or for delays caused by conditions beyond Our control including but not limited to, strikes or where local laws or regulatory agencies prohibit Us and our appointed assistance company from rendering such services. We are not responsible for any act or failure to act on the part our appointed assistance company, the professionals or other persons such as, and not limited to, physicians, hospitals and clinics, to whom the **Insured Person** is being referred, as they are independent contractor to the **Company**.

We may at any time at Our own expense and without prejudice to Section 3.1 & 3.3 take proceedings in or the name of the **Insured Person(s)** to obtain compensation or secure an indemnity from any third party in respect of any loss or **Injury** or **Sickness** giving rise to the provision of services under this Section.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3.1, 3.2 & 3.3

The **Company** shall not be liable for:

- (a) Any expenses paid or incurred by the **Insured Person(s)** for services not arranged or approved by Us.
- (b) All circumstances described under the Exclusions of this Policy.

SECTION 3.1 – EMERGENCY MEDICAL EVACUATION & REPATRIATION

Should an **Insured Person** suffer **Injury** or **Sickness** during the **Journey** outside Singapore which results in a Serious Medical Condition, We will organise the air and/or surface transportation, medical care during transportation, communications and all usual ancillary services made available to Us which are required when moving the **Insured Person** to the nearest hospital where appropriate medical care is available.

“Serious Medical Condition” means a condition which in Our opinion constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the **Insured Person’s** immediate or long term health prospects.

We retain the absolute right to decide the place to which the **Insured Person** will be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which We are aware at the relevant time.

Following the Emergency Medical Evacuation referred above and if deemed medically necessary by Us, We will arrange and pay for the repatriation of the **Insured Person** to Singapore by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his/her original ticket is not valid for the purpose, provided that the **Insured Person** shall surrender any unused portion of his/her ticket to the **Company**.

In the event of death of the **Insured Person** during the **Journey** outside Singapore resulting from an **Injury** or **Sickness** sustained during the **Journey** overseas, We will make all necessary arrangements (including any procedures or arrangements necessary to meet local formalities) for the repatriation of the **Insured Person’s** body or ashes to the **Insured Person’s** home in Singapore.

Please refer to the TERMS AND LIMITATIONS APPLICABLE TO SECTION 3.1, 3.2 & 3.3 and the Section on General Exclusions.

SECTION 3.2 – MEDICAL & TRAVEL ASSISTANCE SERVICES

The following Medical and Travel Assistance Services are made available to an **Insured Person** by Our appointed assistance company. Please note that all cost and expenses incurred for the services listed below are to be borne by the **Insured Person**:

- 1) Medical Assistance Services
 - a) Telephone Medical Advice
 - b) Medical Service Provider Referral
 - c) Arrangement of Hospital Admission
 - d) Guarantee of Medical Expenses incurred during Hospitalisation
- 2) Travel Assistance Services
 - a) Embassy / Interpreter Referral
 - b) Lost Luggage Assistance
 - c) Lost Travel Document Assistance
 - d) Legal Referral
 - e) Emergency Message Transmission
 - f) Children Escort Assistance

Please refer to the TERMS AND LIMITATIONS APPLICABLE TO SECTION 3.1, 3.2 & 3.3 and the Section on General Exclusions.

SECTION 3.3 – COMPASSIONATE VISIT

In the event that an **Insured Person** is hospitalized outside Singapore as a result of **Injury** or **Illness** for more than seven (7) consecutive days and no Adult member of the Insured Person's family is with him/her, We will pay for the cost of a return scheduled airline (on economy fare basis) and hotel accommodation of up to S\$200 per day incurred by one member of the **Insured Person's** immediate family who, on the written advice of a **Medical Practitioner**, is required to travel from Singapore to be with the **Insured Person** until the **Insured Person** is able to resume his/her **Journey** or return to Singapore, whichever occurs first.

Limit of Amount Payable

- Up to S\$5,000 per **Insured Person**

Please refer to the TERMS AND LIMITATIONS APPLICABLE TO SECTION 3.1, 3.2 & 3.3 and the Section on General Exclusions.

SECTION 4.1 – BAGGAGE DELAY

In the event the **Insured Person's** checked-in baggage is temporarily lost in transit or misdirected by the carrier and not restored to the **Insured Person** within six (6) consecutive hours after his/her arrival at the baggage pick up point of the scheduled destination outside Singapore, the **Company** will pay \$200 for every full six (6) consecutive hours of delay up to the Limit of Amount Payable.

Where the delay occurs in Singapore, We will only pay a maximum sum of \$200 provided a minimum of six (6) consecutive hours of delay has lapsed.

For the avoidance of doubt, We will pay based on each claim and not on each piece of delayed baggage.

To qualify for this benefit, the **Insured Person** must obtain written confirmation from the carrier, operator or their handling agents stating the reason and length of delay.

Any such payment under this Section 4.1 shall be deducted from the amount payable under Section 4.2 – Loss of Baggage if the baggage later proves to be permanently lost.

Limit of Amount Payable

- Up to S\$1,000 per **Insured Person**

SECTION 4.2 – LOSS OF BAGGAGE

In the event of accidental loss of or damage to the **Insured Person's** personal baggage and effects during the **Journey**, the **Company** will pay the **Insured Person** for the cost of replacement or repair of such article(s).

We may make payment or at Our option reinstate or repair any damaged article subject to due allowance of wear and tear and depreciation. Depreciation may not be applied to electronic items that are purchased within one year from the date of accident if the **Insured Person** can produce evidence (e.g. original receipts).

If any article is proven to be beyond economical repair, a claim will be dealt with under this Policy as if the article had been lost.

Subject to the maximum sub-limit of S\$1,000 in respect of each **Insured Person** for any single article, pair or set of articles.

Limit of Amount Payable

- Up to S\$5,000 per **Insured Person**

Provided always that:

- i. the **Insured Person** shall observe ordinary and proper care for the supervision of his/her baggage including examination of the baggage when received and in the event of any damage, loss or destruction coming to the notice of the **Insured Person**, he/she shall take all necessary steps to safeguard and recover the property as if he/she was not insured and shall give notice to:
 - a) the Police of any loss or theft; or
 - b) the carriers when loss or damage has occurred in transit; within twenty-four (24) hours of discovery.
- ii. the **Company** shall not be liable for any:
 - a) loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship.
 - b) breakage of or damage to fragile articles, tape recorders or record players, handphone, wireless or television apparatus, musical instruments, glass, china, sculpture, household goods or equipment unless caused by fire or accident to the conveyance in which the Insured Person's baggage is being carried provided always that the article is properly packed and protected.
 - c) loss or damage to bank or currency notes, cash, coupons, bonds, stamps, negotiable instruments, manuscripts, title deeds, securities of any kind or travel tickets.
 - d) loss or damage arising from unexplained disappearance, or shortage due to error or omission or depreciation in value.
 - e) loss or damage arising from delay, detention, seizure or confiscation by Customs or other Government Officials.
 - f) loss or damage to business goods or samples or any items used in connection with the **Insured Person's** employment or occupation.
 - g) the cost of reproducing data whether recorded on tape, card, disc or otherwise.
 - h) damage or breakage of sports equipment while in use.
 - i) any fines or penalties incurred by the Insured Person due to non-replacement or late replacement of the lost personal documents.
 - j) any loss or damage that has been or will be reimbursed by any carrier, hotel, travel agent or any other party responsible for the loss or damage.

OVERALL COMPENSATION LIMIT

The maximum liability of the **Company** in respect of all **Insured Persons** travelling in one conveyance shall not exceed the Conveyance Limit of S\$10,000,000 or the total amount of Compensation payable in respect of such **Insured Persons**, whichever is the lesser.

If the total amount of all claims for **Insured Persons** travelling in one conveyance exceeds the Conveyance Limit, the **Company's** liability in respect of each of such **Insured Persons** will be a rateable proportion of the benefits due in respect of that person.

CLAIMS CONDITIONS

The payment of claims under this Policy is dependent upon observance of its terms and conditions by the **Insured Persons**.

1. Notice shall be given to the **Company** as soon as possible but in any case within thirty (30) days of the happening of any occurrence in respect of which a claim is to be made.
2. The **Insured Person** shall at his/her own expense furnish to the **Company** such certificates, receipts, information and evidence as the **Company** may reasonably require.
3. The **Insured Person** shall employ the services of a **Medical Practitioner** soon after the happening of any Injury and shall undergo any treatment from a **Medical Practitioner** as deemed necessary by the Medical Practitioner.
4. The **Insured Person** may have to undergo further medical examination required by the **Company** at Our expense if this is not forbidden.
5. The **Company** shall in the case of the death of any **Insured Person** be entitled to have a post mortem examination at Our own expense if it is not forbidden by law.
6. If there is any dispute as to the liability and/or amount to be paid under this Policy, such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the dispute shall not within twelve (12) months from the date of disclaimer of liability or date of rejection of the offer made have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. If an action or suit is not commenced within twelve (12) months after the arbitration award is made under Claim Condition 6 of this Policy, the **Company** shall not be liable for such claim under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the **Company**.

GENERAL EXCLUSIONS

The **Company** will not be liable for any claims, damages, losses, death or disablement, **Injury, Sickness** or liability directly or indirectly caused by, or in connection with, or arising from:

1. sexually transmitted disease, HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
2. pregnancy, childbirth, miscarriage, abortion or menopause.
3. suicide or attempted suicide, intentional self-inflicted **Injury** or any act which could reasonably be considered as exposure to danger (except when undertaken in an attempt to save human life), insanity, or whilst the **Insured Person** is under the influence of intoxicating liquor, drugs or other substance abuse (other than drugs taken under medical supervision and not for the treatment of drug addiction).
4. any anxiety state and/or depression suffered by the **Insured Person** and diagnosed prior to the date of arranging the **Journey**.
5. the **Insured Person** engaging in or practising for
 - (a) flying or other aerial activities except travelling as a fare paying passenger in a properly licensed, regular scheduled commercial airline operating between established and licensed commercial airports.
 - (b) rafting or canoeing involving white water rapids, bungee jumping, jet skiing, underwater activities involving artificial breathing apparatus, winter sports and activities including skiing and snowboarding, the use of bobsleigh or skeleton, hunting, pot-holing, mountaineering or rock climbing that ordinarily requires the use of ropes or guides and extreme sports which involve speed, height, danger, a high level of physical exertion, highly specialised gear or spectacular stunts.
 - (c) taking part in or practising for speed or time trials, competitions, sprints or racing of any kind, or as a professional sportsperson (where one could earn income, remuneration or sponsorship from engaging in such sport or activity) or any organised team football.
 - (d) manual work of any kind.
 - (e) taking part in expeditions or the crewing of a vessel from one country to another or engaging in active service in the armed forces of any nation.

6. the **Insured Person** engaging in naval, military, air force, civil defence or Police services or operations, testing of any kind of conveyance, being employed as a manual worker, whilst engaged in off-shore or in mining, aerial photography or handling of explosives, ammunitions or firearms.
7. any wilful, malicious, criminal or unlawful acts committed by the **Insured Person** or any person acting on **Insured Person's** behalf.
8. any prohibitions or regulations by any Government or local authority.
9. any consequential loss not specified in the Policy.

Additionally:-

10. We will not pay for
 - (a) the cost of any elective (non emergency) treatment or surgery, including exploratory tests, which are not directly related to the **Sickness or Injury** which necessitated the **Insured Person's** admittance into Hospital.
 - (b) any form of cosmetic surgery or treatment.
 - (c) treatment or service provided by a health spa, convalescent or nursing home or any rehabilitation centre.
 - (d) any claim if the **Insured Person** is under treatment not recommended by or undertaken by a **Medical Practitioner**.
 - (e) any claim if the **Insured Person** is travelling against the advice of a **Medical Practitioner** or for the purpose of obtaining medical treatment during the **Journey**.

11. War & Terrorism Exclusion

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution insurrection, civil commotion assuming the proportions of or amounting to any uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
 - i) the use or threat of force, violence and/or
 - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, expressed or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the **Company** alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured Person**.

12. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

13. Political Risks Exclusion

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely;

- (a) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority

- (b) permanent or temporary dispossession of any property resulting from the unlawful acquisition of such property by any person

provided that the **Company** is not relieved of any liability to the **Insured Person** in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

- (c) the destruction of property by order of any public authority

In any action suit or other proceeding where the **Company** alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the **Insured Person**.

14. Cyber Primary Exclusion

This Policy does not cover

- (a) damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured Person** or not, where such damage is caused by programming or operator error, Virus or Similar Mechanism or Hacking;
- (b) consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking;

but this exclusion shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

For the purpose of this General Exclusion 14 only –

“Defined Contingency” means fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

“Virus or Similar Mechanism” means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

“Hacking” means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

GENERAL CONDITIONS

The 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 the Schedule shall bear such specific meaning wherever it may appear.

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with.

1. COMMUNICATION IN WRITING

Every notice or communication to be given or made under this Policy shall be delivered in writing to the **Company**.

2. RENEWAL

This Policy is renewable from year to year by mutual agreement between the **Insured** and the **Company**.

3. Precaution

The **Insured Persons** must take all reasonable steps to prevent loss, damage or accident and recover any missing property.

4. WHO WE WILL PAY

If a claim is admitted by Us under the Policy, We will pay to the **Insured Person** who is the SCBSL Visa Infinite Card **Cardholder** unless he/she is deceased, We will then pay to his/her estate.

5. NON-ASSIGNMENT AND DISCHARGE

The **Company** will not recognise or be affected by any notice of trust, charge or assignment relating to this Policy. The receipt of the **Insured** or **Insured Person**, or **Insured Person's** legal personal representatives or of any person(s) to whom any benefit is expressed to be payable shall in all cases effectively discharge the **Company's** liability.

6. SUBROGATION

The **Company** shall be entitled to use the **Insured** and/or the **Insured Person's** name to enforce recovery against anyone else whether before or after payment of the claim. **Insured** and the **Insured Persons** will have to give Us all information and assistance that We require.

7. OTHER INSURANCE (Applicable to Section 2 –Medical Expenses, Section 3.3 – Compassionate Visit and Section 4.2 – Loss of Baggage)

When an incident results in a claim under this Policy and there is other insurance which covers the same loss, damage or expense, the **Company** will pay only Our proportionate share. This condition does not apply to Section 1 - Personal Accident Cover.

8. FRAUD

If **Insured Person** or anyone acting for **Insured Person** makes a claim under this Policy knowing the claim to be dishonest, fraudulent or intentionally exaggerated in any way, We will not pay the claim and all benefits under this Policy shall be forfeited. We reserve the right to notify the Police of any such claim.

9. PREMIUM ADJUSTMENT

If the premium for this Policy has been calculated on any estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all particulars relative to it and shall at all times allow the **Company** to inspect such record. The **Insured** shall within one calendar month from the expiry date of each Period of Insurance furnish to the **Company** such particulars and information as the **Company** may require. The premium for such Period of Insurance shall then be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject to receipt and retention of any minimum premium applicable.

10. CANCELLATION

- (a) The **Company** may cancel this Policy by sixty (60) days' notice in writing to the **Insured** at the **Insured's** last known address and in such event will return to the **Insured** the premium paid less the pro-rata portion thereof for the period the Policy has been in force.
- (b) The Policy may be cancelled at any time by the **Insured** by giving thirty (30) days' notice to the **Company** and provided no claim has arisen during the then current **Period of Insurance** the **Insured** shall be entitled to a return of premium paid on a pro-rated basis less the period the Policy has been in force and subject to any adjustment of premium required by the terms or conditions of this Policy.

11. DUE OBSERVANCE

The due observance and fulfillment of the terms provisions and conditions of this Policy insofar as they relate to anything to be done or not to be done by the **Insured**, **Insured Person** or claimant and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the **Company** to make any payment under this Policy.

12. LEGAL PERSONAL REPRESENTATIVE

The terms exclusions and conditions of this Policy, so far as applicable and with any necessary modifications, shall apply to the **Insured Person's** legal personal representative(s).

13. APPLICABLE LAW

This contract of insurance is governed by and is to be construed in accordance with the laws of Singapore. The court of competent jurisdiction in Singapore shall have the exclusive jurisdiction over all matters relating to the construction, validity and performance of this contract of insurance.

14. CURRENCY

All amounts shown are in Singapore dollars.

15. CONDITION PRECEDENT

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.

16. EXCLUSION OF RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

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

PREMIUM PAYMENT WARRANTY

1. Even if anything in the Policy says otherwise but subject to clause 2 below, it is hereby declared and agreed that if the **Period of Insurance** is (sixty) 60 days or more, any premium due must be paid and actually received in full by the **Company** within (sixty) 60 days of the:-
 - (a) inception date of the coverage under the Policy, Renewal Schedule or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Schedule or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the **Company** 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.

Policy Owners' Protection Scheme

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA or SDIC websites (www.gia.org.sg or www.sdic.org.sg).

IMPORTANT- The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.