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PERSONAL ACCIDENT PROTECTION POLICY

Here is Your Personal Accident Protection Policy. Please read it now, to make sure that You have the cover You need.

It is important that this Policy document together with its **Schedule**, and any amendments or endorsement issued from time to time are read together to avoid any misunderstanding.

How Your Insurance Operates

Your Policy is a contract between Us, the Company, and You, Our Insured named in the **Schedule**. The application form, declaration and any information You gave to Us when applying for the Policy, are the basis of this contract. The **Schedule** and any endorsement made altering the terms of this Policy, form part of this Policy.

In return for Your payment of the premium, we will provide You with the insurance cover as described in the Policy during the Period of Insurance or any subsequent period for which You pay and We accept the required premium.

Our Promise of Service

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so, please contact our Manager for Bancassurance, who will be ready to help You with Your concerns.

Free Look Clause

If We are issuing this Policy to You for the first time, We will give You a "Free Look" period of 14 business days from the date You receive the Policy. If within these 14 days You tell Us that You do not want the Policy, We will cancel it from its start date and refund in full the premium You have paid so long as no claim has arisen. Please note You are assumed to have received the Policy within 3 days after We despatch it. The Free Look will not apply to renewals of your Policy with us.

A Guide to your Personal Accident Protection Policy

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DEFINITION OF WORDS

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

Accident

An event which happens suddenly, solely and directly caused by violent and external means and gives rise to a result which the **Insured Person** did not intend or anticipate.

Commencement Date

Original inception date of cover under this Policy as shown in the **Schedule**.

Insured Person

Each of the persons described as such in the **Schedule** who meets the eligibility criteria set out in General Condition 5 of the Policy.

Injury

Bodily injury suffered anywhere in the world caused solely by **Accident** and not by sickness, disease or gradual physical or mental wear and tear.

Policy Year

A period of 12 consecutive months starting from the **Commencement Date** of this Policy and each consecutive period of 12 months for which this Policy remains in force.

Pre-existing Conditions

Any **Injury**, illness, condition or symptom which existed before the **Commencement Date** of the Policy for the **Insured Person** concerned:

- for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable, or
- which before the **Commencement Date** of the Policy presented signs or symptoms of which the **Insured Person** concerned was aware or should reasonably have been aware.

Schedule

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

Total and Permanent Loss

Permanent, physical severance or total and irrecoverable loss of use.

Total and Permanent Loss of Limb(s)

- a) Physical severance at or above the ankle or total and permanent loss of use of a complete foot or leg; or,
- b) Physical severance of the thumb and four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or severance or total and permanent loss of use of a complete hand or arm.

Usual Country of Residence

The country in which the **Insured Person** is usually living at the **Commencement Date**.

We, Us, Our, the Company

MSIG Insurance (Singapore) Pte. Ltd.

You / Your / the Insured

The policyholder named as Insured in the **Schedule**.

THE BENEFITS

We will pay You the compensation for death or total and permanent loss (the Results) as described below if the **Insured Person** suffers **Injury** during the Period of Insurance which within 104 weeks of its happening is the sole cause of the death or such total and permanent loss.

Results and Compensation

A. **Death** – The Sum Insured for death specified in the **Schedule**

B. **Total and Permanent Loss as specified below** - Sum equal to percentage of the Sum Insured specified in the **Schedule**.
The percentage payable shown below against each Result, but not exceeding in all 100% for any one **Insured Person**:

RESULTS		COMPENSATION (% of Sum Insured)
1.	Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
2.	Total and Permanent Loss of sight in both eyes	100%
3.	Total and Permanent Loss of two or more Limbs	100%
4.	Total and Permanent Loss of sight in one eye and one Limb	100%
5.	Total and Permanent Loss of speech	60%
6.	Total and Permanent Loss of hearing in both ears	75%
7.	Total and Permanent Loss of sight in one eye	50%
8.	Total and Permanent Loss of one Limb	50%
9.	Total and Permanent Loss of hearing in one ear	25%
10.	Total loss by physical severance or Total and Permanent Loss of use of:	
	a) thumb and four fingers of one hand	70%
	b) four fingers of one hand	45%
	c) thumb (two phalanges)	25%
	d) thumb (one phalanx)	10%
	e) index finger (three phalanges)	15%
	f) index finger (two phalange)	8%
	g) index finger (one phalanx)	4%
	h) middle finger (three phalanges)	10%
	i) middle finger (two phalanges)	4%
	j) middle finger (one phalanx)	2%
	k) ring finger (three phalanges)	8%
	l) ring finger (two phalanges)	4%
	m) ring finger (one phalanx)	2%
	n) little finger (three phalanges)	6%
	o) little finger (two phalanges)	3%
	p) little finger (one phalanx)	2%
	q) all toes of one foot	17%
	r) great toe (two phalanges)	5%
	s) great toe (one phalanx)	2%
	t) any other toe	3%

COMPENSATION LIMITS IN RESPECT OF ANY ONE INSURED PERSON

1. Compensation shall not be payable for:

- any specific item of Result B where that item is also comprised in any other item of Result B for which a greater amount of Compensation is payable in the circumstances
- Result A in addition to any Result B if caused by the same Accident, except that if a payment has been made under any part of Result B and death occurs subsequently solely caused by and within 104 weeks of the Accident, then we will pay any difference if the Compensation payable for Result A is greater than that already paid for Result B
- more than 100% of the Sum Insured for Result A or Result B (whichever is the higher) in any one **Policy Year** in aggregate for any or all of Results for any one **Insured Person**
- Result B1 until one year after the happening of the **Injury**.

EXTENSIONS

(NOT APPLICABLE TO THE COVERAGE FOR THE INSURED)

The following extensions apply to this Policy and are subject otherwise to the terms, conditions and exceptions of this Policy. Except as expressly stated, these extensions do not override the existing terms, conditions and exceptions of this Policy.

1. Motorcycling

This Policy covers motor-cycling by the Insured Person (whether as a rider or pillion-rider) provided that at the time of **Accident**, the **Insured Person** is wearing a safety helmet, and not engaging in or practicing for racing and hill climbing contests, reliability trials, speed or duration testing.

2. Reservist Training

This Policy is extended to cover **Injury** sustained by the **Insured Person** while on part-time National Service as a Reservist in the Navy, Army, Air Force, Police, Fire Brigade or Vigilante Corps, provided that We will not be liable to Pay any compensation if the **Insured Person** was taking part in or was present at any military, navy or air force operation during actual warfare or any insurrection or any expedition or operation of a war-like character either as a combatant or non-combatant when the **Injury** was sustained.

3. Riot, Strike, Murder and Assault

This Policy is extended to cover **Injury** sustained by the **Insured Person** as a result of riot, strike, murder and assault, provided that such **Injury** does not arise out of or in connection with the **Insured Person's** participation, collaboration or provocation of such act.

4. Suffocation by Smoke, Poisonous Fumes, Gas & Drowning

Any Result sustained by an **Insured Person** due to suffocation by smoke, poisonous fumes, gas and drowning shall be deemed to be **Injury** sustained by an **Insured Person** provided that such **Injury** does not arise out of an **Insured Person's** wilful and intentional act.

5. Disappearance

We will presume that an **Insured Person** has died if he or she is missing for 12 consecutive months, and sufficient evidence is provided that leads **Us** to the conclusion that death was caused by an **Injury**. However, if at any time after payment of compensation under this Policy for such death the **Insured Person** is found to be living, such compensation shall be refunded to **Us**.

6. Exposure

If an **Insured Person** suffers an **Injury** and then, in consequence of that **Injury** suffers death or disablement as a result of exposure to the elements, We will consider such death or disablement as having been caused by an **Injury**.

GENERAL CONDITIONS

It is an important part of this contract that the following General Conditions are observed.

1. Co-operation

As a condition precedent to the Company's liability, the **Insured Person** or his/her legal personal representatives shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the **Insured Person** knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the **Insured Person's** expense, from any doctor or hospital or other source.

2. Reasonable Precautions and Material Changes

The **Insured Person** shall take all reasonable precautions to prevent and minimise any **Injury** and the Company must be informed immediately in writing of any material information or change of circumstances which may increase the possibility of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.

3. Automatic Renewal of Coverage and Premium Payment

Unless the Insured or the Company exercises the right to cancel the Policy or the Policy is terminated, this Policy will be renewed automatically from year to year so long as premium is paid when due annually. The first annual premium is payable on the **Commencement Date** and subsequent premiums are due on the same date on each succeeding year.

4. Automatic Termination

(a) The entire Policy will terminate and the cover for all **Insured Persons** under it will cease immediately upon:

- i. Non-payment of premium by the due date as described in the Payment Before Cover Warranty of this Policy; or
- ii. The cancellation of this Policy as described in General Condition 7.

(b) Unless We have agreed otherwise in writing, the cover of an **Insured Person** under this Policy will terminate immediately in any of the following circumstances, whichever first occurs:

- i. when the **Insured Person's Country of Residence** ceases to be Singapore

- ii. where the **Insured Person** is You, on the expiry of the **Policy Year** in which You attain Your 71st birthday
 - iii. where the **Insured Person** is Your spouse:
 - (a) on the expiry of the **Policy Year** in which he/ she attains his/ her 71st birthday or
 - (b) when he/ she ceases to be Your lawful spouse
 - iv. when the **Insured Person** dies or suffers **Total and Permanent Loss** (Result B specified on page 3).
5. **Eligibility**
 Unless we agree in writing otherwise, any person You wish to insure under this Policy must be named as an **Insured Person** in the **Schedule** and must be at the **Commencement Date** of the Policy be the following:
- (i) Yourself, of the age between eighteen (18) years and seventy (70) years, or
 - (ii) Your legal spouse, of the age between eighteen (18) years and seventy (70) years and with **Usual Country of Residence** as Singapore
6. **Changes in Policy Terms and Conditions**
- (a) The Company reserves the right to alter the Policy terms during any period of insurance as the Company reasonably considers appropriate if the Policy or the Company are affected by a change in legislation or taxation, or any judicial decision. The Company will give the Insured 30 days written notice of any such alteration. Your continued payment of premium after we give such notice will mean you accept the change.
 - (b) Premium rates are not guaranteed and may be increased or varied by the Company
 - (i) when a material change in risk occurs or
 - (ii) when there is a general rate increases affecting all policyholders reflecting the Company's actual or anticipated results in this class of business.
 - (c) Any other misrepresentation of or failure to disclose material facts in any document signed by the Insured or **Insured Person**, will entitle the Company to alter, amend, cancel the Policy or exercise any other right available to it at law having regard to the true facts. A material fact is any information that could influence the Company in its assessment of the application.
 - (d) In the event of the entire product being withdrawn by the Company due to adverse experience or for any other reason, **Insured Persons** so affected will be offered participation in a replacement product, if available, on the terms, conditions and premium rates then prevailing.
7. **Cancellation by Notice**
 Either the Insured or the Company may cancel this Policy by giving the other party 30 days notice in writing sent to the last known address. Refunds of premium already paid for a period of insurance will be effected as follows so long as no claim has been made in relation to that period of insurance.
- (a) If the Insured cancels the Policy, the Company will make a refund of premium based on its usual short period rates except that no refund will be made if the unexpired period of insurance is less than 15 days.
 - (b) If the Company cancels the Policy as provided in this Clause, the Company will make a pro-rata refund of the premium paid.
8. **Arbitration**
 Any difference of medical opinion in connection with the results of any **Injury** will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset and the umpire's decision shall be conclusive.
9. **Commencement of Arbitration or Court Action**
 If the Company offers an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within 12 calendar months from the date of such an offer or disclaimer referred to arbitration as required under General Condition 8 or been made subject to pending court action, the claim shall be deemed to be abandoned and the Company shall have no liability in respect of it.
10. **No Trust**
 The Company will not recognise or be affected by any notice of trust, charge or assignment relating to this Policy and the Insured's receipt or that of the Insured's legal personal representatives shall in all cases effectively discharge Our liability.
11. **Legal Personal Representatives**
 The terms, exceptions and conditions of this Policy also apply to the legal personal representatives of the Insured or the **Insured Person**.
12. **Governing Law**
 The Policy is to be construed according to the laws of the Republic of Singapore.
13. **Legal Proceedings**
 No action in law or equity shall be brought to recover under the Policy until after the expiration of 60 (sixty) days from the date proof of the claim has been furnished in accordance with the Policy conditions. The parties submit themselves to the exclusive venue and jurisdiction of the Courts of Singapore for the resolution of any such conflict or dispute between the parties with regard to the Policy except where the circumstances are governed by the Arbitration Clause of the Policy.

14. 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 to enforce any of its terms. Only the Insured and the Company are parties to this Policy contract.

15. Usual Country of Residence

As a condition precedent to liability, the **Company** must be informed in writing of any change in the **Usual Country of Residence**. A permanent change in the **Usual Country of Residence** is deemed to occur when the **Insured Person** lives or intends to live in another country for more than 6 consecutive months. The **Company** reserves the right to continue cover on the terms and conditions it considers appropriate to the new country of residence or to decline to continue cover under the Policy.

CLAIMS CONDITIONS

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, and so far as they apply, by the **Insured Person** or any other claimant.

1. Notification and Proof of Claim

You must give written notice to Us of any event giving rise or likely to give rise to a claim under this Policy as soon as possible but in any case within 30 days of the happening of such an event.

2. Proof of Claim

The following must be provided to the Company all supplied at Your expense:

- (a) completed claim form after You notify Us of a claim;
- (b) information, evidence or supporting document including receipts, death certificates, medical certificates or medical reports which We may require;
- (c) the **Insured Person's** or his/her legal personal representative's written consent to allow the Company to receive the results of any medical examinations and/or tests and/or medical history or records in respect of the **Insured Person** concerned;
- (d) such other information that the Company may reasonably require;
- (e) if on the balance of medical fact or probability it is appropriate for the Company to decline a claim by virtue of the **Pre-existing Conditions** exclusion, the Insured or the **Insured Person** concerned shall have the right and the obligation to produce such medical evidence as the Company may reasonably require to enable the Company to reconsider the claim under the Policy.

3. Examinations

The Company is entitled to require:

- (a) medical examinations of and/or tests on **Insured Person** carried out by a medical examiner appointed by the Company at the Company's expense at such intervals as the Company may reasonably decide; and
- (b) a post-mortem examination, where this is not forbidden by law.

GENERAL EXCEPTIONS

We will not pay any sum under this Policy in connection with:

- 1. **Pre-existing Conditions**, as defined in the Policy.
- 2. **Injury** caused by the **Insured Person** concerned engaging in:
 - (a) air travel except as a passenger in a fully licensed passenger carrying aircraft;
 - (b) any trade, technical or sporting activity or as crew, all in connection with an aircraft.
- 3. **Injury** caused by the **Insured Person** concerned engaging in or practising for:
 - (a) parachuting; skydiving; hang gliding; ballooning;
 - (b) any kind of race (other than on foot or swimming) or trial of speed or reliability;
 - (c) potholing, mountaineering or rock climbing necessitating the use of guides or ropes;
 - (d) underwater activities necessitating the use of compressed air or gas.
- 4. **Injury** caused by:
 - (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life);
 - (b) pregnancy or childbirth;
 - (c) insanity;
 - (d) any pre-existing physical or mental defect or infirmity;
 - (e) the **Insured Person** concerned being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
 - (f) the **Insured Person** concerned being under the influence of alcohol, unless it can be established to Our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the **Injury**.

5. Injury to any Insured Person who is employed:

- (a) as a full time military personnel, law enforcement officer, civil defence officer, security officer; navy, fire fighters or
- (b) as professional sportspersons, entertainers, motor vehicle or motor bike racers or
- (c) in any off-shore occupations such as diver, rig workers, fisherman; ship crew or
- (d) as shipyard crew; work on board sea vessels or
- (e) as air crew; work on board aircraft or
- (f) as construction workers, work at heights above 30 feet or work underground, in tunnels, demolition and quarry workers or
- (g) as workers engaged in maintenance, cleaning, roofing or repair activities involving scaffolding or gondolas; or
- (h) in any occupation dealing with explosives, poisonous or hazardous gases or substances

Additionally, We shall not be liable for:

- 6. 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 components 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.
- 7. 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, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an 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, express 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 We say that any claim is not covered by this insurance by reason of any of these General Exceptions, then You have the burden of proving that the claim is covered.

PAYMENT BEFORE COVER WARRANTY

1. Even if anything in the Policy says otherwise and subject to clauses 2 and 3 below, it is declared and agreed that the total premium due must be paid and actually received in full by the Company on or before the **Commencement Date** or subsequent due date ('due date') of the relevant coverage under the Policy or endorsement
2. In the event that the total premium due is not paid and actually received in full by the Company on or before the relevant due date, then the cover under the Policy or endorsement for which premium is due will not attach and nothing will be payable by the Company in respect of that cover. Any payment received after the relevant due date will be of no effect whatsoever as regards such cover because the cover never attached on the Policy.
3. As provided in the Policy's "Free Look" provision, if the Insured decides to cancel the cover during the "Free Look" period, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance. The "Free Look" period does not apply to renewals of the Policy.

Policy Owners' Protection Scheme

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