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# PREMIER PA PROTECTOR POLICY

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Here is Your Premier PA Protector 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 fourteen (14) business days from the date You receive the Policy. If within these fourteen (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 three (3) days after We despatch it. The Free Look will not apply to renewals of Your Policy with Us.

## A Guide to your Premier PA Protector 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. They appear in **bold print** (e.g. **Insured Person**) or begin with a capital letter (e.g. You, Your).

### **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.

### **Burns**

3<sup>rd</sup> degree burns.

### **Commencement Date**

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

### **Daily Hospitalisation Cash Benefits**

Cash benefit payable at an agreed sum per day in the event of an Insured Person's confinement in a Hospital for a continuous uninterrupted period of at least twenty-four (24) hours upon the advice of a Physician for which the Hospital makes a charge for room and board.

### **Hospital**

A lawfully operating institution for the care and treatment of sick and injured persons, which has twenty-four (24) hours nursing services by registered graduate nurse, one or more Physicians available at all times and organized facilities for diagnosis and major surgery, which shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, home for the aged or similar establishment.

### **Hospitalisation**

The Insured Person's confinement in a Hospital for a continuous uninterrupted period of at least twenty-four (24) hours upon the advice of and under the regular care and attendance of a Physician for which the Hospital makes a charge for room and board.

### **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.

### **Monthly Income Assistance**

Amount payable for each block of thirty (30) consecutive days. No pro-rata of benefit shall be made payable before fulfilling each block of thirty (30) consecutive days.

### **Nominated Account**

The Standard Chartered Bank (Singapore) Limited's account or designated credit card being selected by the Insured as the account to be debited or charged with the premiums due on this Policy.

### **Period of Insurance**

The period shown in the Schedule, and any further period for which You agree to pay and We agree to accept premium.

### **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 concerned was aware or should reasonably have been aware.

### **Physician**

A qualified medical practitioner other than You, Your relative, the Insured Person or the Insured Person's relative who is licensed in which treatment is provided to practice Western medicine and surgery, and who in rendering such treatment is practicing within the scope of his or her licensing and training in his/her geographical area of practice.

### **Public Conveyance**

Any licensed and regularly scheduled land, sea or air conveyance which has fixed and established routes operating as a form of public transport and any member of the public can join at a recognised stop and pay a fare. Public transport includes taxi services but does not include rented vehicle, vehicle on hire, tour coach or any chartered services.

**Schedule**

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

**Traditional Chinese Medicine Practitioner/ TCM Practitioner**

A licensed or registered Traditional Chinese Practitioner engaging in the practice of traditional Chinese medicine and/or acupuncture (including bonesetter or chiropractor) in accordance to the applicable laws of the country in which the practice is granted. The TCM Practitioner shall not be You, Your spouse or relative, an Insured person, his or her spouse or relative, Your or an Insured Person's business partner or employer or employee or agent, or a person related to You or an Insured Person in any way.

**Temporary Total Disablement**

The incapability of the Insured in engaging in his/her usual employment and in carrying out of his/her domestic duties as a result of Injury suffered anywhere in the world caused solely by Accident and not by sickness, disease or gradual physical or mental wear and tear with the certification from a Physician and it is a short term circumstance wherein the Insured is expected to recover fully from a disability but cannot work while recovering.

**Total and Permanent Loss / Total and Permanent Disablement**

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

**Usual Country of Residence**

The country in which the Insured Person is living at the inception of this insurance which is Singapore for the purpose of this Policy. 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 six (6) consecutive months during any Period of Insurance. 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.

**We, Us, Our, the Company**

MSIG Insurance (Singapore) Pte. Ltd.

**You, Your, the Insured**

Means the policyholder named as Insured in the Schedule.

# THE BENEFITS

## SECTION 1 – PERSONAL ACCIDENT BENEFITS

We will pay You the compensation for death or disablement (the Results) as described below if the Insured Person suffers Injury which within one hundred and four (104) weeks of its happening is the sole cause of the death or such disablement.

|    | RESULTS  | COMPENSATION  |
|----|--|---|
| A. | Death  | The Sum Insured specified in the Schedule.  |
| B. | Death – Double Indemnity<br>If Death results from an Injury which occurs whilst the Insured Person is travelling as a fare paying passenger in a Public Conveyance and/or travelling on worldwide basis during the Period of Insurance.        | If applicable, the benefit payable is two times the Sum Insured for Result A  |
| C. | Total and permanent disablement from engaging in or attending to employment or occupation of any and every kind or where there is no employment or occupation, from attending to an Insured Person's usual duties as certified by a Physician. | The Sum Insured specified in the Schedule.  |
| D. | Permanent loss or disablement as specified below and certified by a Physician :  | A percentage of the Sum Insured specified in the Schedule:  |
|    | 1. Total and Permanent Loss of one or both arms (between shoulder and wrist)   | 100%  |
|    | 2. Total and Permanent Loss of one or both legs (between hip and ankle)  | 100%  |
|    | 3. Total and Permanent Loss of sight in one or both eyes   | 100%  |
|    | 4. Total and Permanent Loss of hearing in both ears  | 75%   |
|    | 5. Total and Permanent Loss of hearing in one ear  | 15%   |
|    | 6. Total and Permanent Loss of speech  | 50%   |
|    | 7. Total and Permanent Loss of four fingers and thumb of one hand  | 50%   |
|    | 8. Total and Permanent Loss of four fingers of one hand  | 40%   |
|    | 9. Total and Permanent Loss of use of thumb - one phalanx or two phalanges   | 20%   |
|    | 10. Total and Permanent Loss of finger – three phalanges   | 10%   |
|    | 11. Total and Permanent Loss of finger – two phalanges   | 5%  |
|    | 12. Total and Permanent Loss of finger – one phalange  | 3%  |
|    | 13. Total and Permanent Loss of all toes of one foot   | 17%   |
|    | 14. Total and Permanent Loss of great toe – one phalanx or two phalanges   | 5%  |
|    | 15. Total and Permanent Loss of any toe other than great toe – one phalanx or two phalanges  | 3%  |
|    | 16. 3 <sup>rd</sup> Degree Burn  |   |
|    | (a) Head – damage as a percentage of total body surface area   |   |
|    | equals to or greater than 2% but less than 5%  | 25%   |
|    | equals to or greater than 5% but less than 8%  | 50%   |
|    | equals to or greater than 8%   | 100%  |
|    | (b) Body - damage as a percentage of total body surface area   |   |
|    | equals to or greater than 10% but less than 15%  | 25%   |
|    | equals to or greater than 15% but less than 20%  | 50%   |
|    | equals to or greater than 20%  | 100%  |
|    | Any Total and Permanent Disablement not specified above (other than loss of sense of taste or smell for which no compensation is payable)  | Any payable amount shall be determined by Us at Our absolute discretion by comparison with the percentages shown above and in proportion to the degree of disability as assessed by Our medical advisors. |

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## COMPENSATION LIMITS IN RESPECT OF ANY ONE INSURED PERSON

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1. Compensation will not be payable for:
  - (a) Result A where compensation for Result B is payable in the circumstances
  - (b) any specific item of Result C or D where that item is also comprised in any other item of Result C or D for which a greater amount of Compensation is payable in the circumstances.
  - (c) Result A (or B if applicable) in addition to any Result C or D if caused by the same Accident, except that if a payment has been made under any part of Result C or D and death occurs subsequently solely caused by and within one hundred and four (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 C or D.
  - (d) more than 100% of the Sum Insured for Result A (or B if applicable) or Result C or Result D (whichever is the higher) in any one Period of Insurance in aggregate for any or all of Results for any one Insured Person whether arising from the same or different Accidents.
  - (e) Result C or D until on the (1) year after the happening of the Injury. If We are reasonably satisfied that the disablement from employment is total and permanent, We may partly or wholly waive this waiting period.

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## SECTION 2 – TEMPORARY TOTAL DISABLEMENT

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We will pay You the compensation as stated in the Schedule if the Insured Person suffers Injury which results in Temporary Total Disablement from engaging in or attending to the usual employment or occupation certified by a Physician.

We will not pay the benefit under this Section 2 in respect of any Insured Person who is not gainfully employed or not engaged in any registered business at the time of Injury, such as full time housewives or students.

The benefit payable under this Section 2 will only be payable for each block of one (1) consecutive week during the policy period and shall only up to a period of fifty-two (52) weeks from the commencement of the Temporary Total Disablement .

No pro-rata of benefits shall be made payable in the event the Temporary Total Disablement ends before fulfilling each block of one (1) consecutive week.

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## SECTION 3 – MONTHLY INCOME ASSISTANCE DUE TO TOTAL AND PERMANENT DISABLEMENT

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We will pay You the compensation for Monthly Income Assistance as stated in the Schedule if an Insured Person shall sustain Injury which results in the Insured Person suffering from total and permanent disablement within one hundred and four (104) weeks from the date of Injury.

Provided that

The Insured Person was engaged in his/her usual employment or occupation for at least thirty (30) consecutive days before the date of his/her Total and Permanent Disablement: and

- (i) 100% of Total and Permanent Disablement (Result C) benefit is payable;
- (ii) as a result of the Insured Person suffering Total and Permanent Disablement, his permanent employment is terminated by his employer or his registered business is terminated; and
- (iii) the Total and Permanent Disablement must be certified in writing by a Physician.

Otherwise, the Company is not liable to make any payment under this Section.

The benefit payable under this Section 3 shall be computed and based upon the last drawn monthly basic salary or income being received by the Insured Person.

The benefit payable under this Section 3 will only be payable for each block of thirty (30) consecutive days during the policy period and for a period not exceeding six (6) months from the commencement of the total and permanent disablement.

The overall maximum amount payable under this Section 3 as stated in the Schedule shall be for only six (6) months of the Insured Person's last drawn monthly basic salary or income.

No pro-rata of benefits shall be made payable in respect of the Monthly Income Assistance before fulfilling each block of thirty (30) consecutive days.

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#### **SECTION 4 – DAILY HOSPITAL CASH BENEFITS**

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We will pay You Daily Hospital Cash Benefits for fixed lump sum monetary amount as stated in the Schedule due to Hospitalisation during the Period of Insurance as a result of Injury on the recommendation of a Physician.

In addition, We will pay You the Daily Hospital Cash Benefits in the event of Hospitalisation as a direct result of the following illness certified by a Physician:

- Dengue Fever / Dengue Haemorrhagic Fever
- Food Poisoning
- Avian Influenza (Bird Flu)

The daily benefit specified under the Sum Insured in the Schedule payable is subject to an Overall Limit as stated in the Schedule for each Period of Insurance.

The overall maximum amount payable under this Section 4 shall be for only thirty (30) days per policy period.

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#### **SECTION 5 – MEDICAL EXPENSES**

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We will pay You medical expenses up to the monetary amount as stated in the Schedule in respect of both inpatient and outpatient medical, surgical, hospital, nursing home and nursing fees or charges including mobility aids necessarily and reasonably incurred as a result of an Injury for professional services rendered by a Physician and/or at a Hospital within twelve (12) months of the occurrence of an Accident.

This Section 5 shall also extend to cover medical expenses and charges necessarily and reasonably incurred and supported by receipt from a Traditional Chinese Medicine Practitioner/ TCM Practitioner for outpatient treatment in Singapore subject to S\$50 per consultation and not more than one consultation per day during the Period of Insurance as a result of an Injury.

The amount payable under this Section 5 will be on reimbursement basis. Nothing will be payable in respect of this Section if there is any other insurance covering the loss or if the Insured Person is entitled to an indemnity from any other source, provided that We will not be relieved of liability under this Section so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

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#### **SECTION 6 – CHILD EDUCATION GRANT**

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We will pay a lump sum benefit as stated in the Schedule for each of the Insured's Child aged above six (6) years to eighteen (18) years or twenty-three (23) years of age if studying full time in a recognized institution of higher learning upon the death of the Insured Person caused by an Injury which within one hundred and four (104) weeks of its happening is the sole cause of his/her death.

The maximum amount payable under this Section 6 will only be up to three (3) Children.

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## SECTION 7 – BEREAVEMENT GRANT

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We will pay a lump sum benefit as stated in the Schedule in the event of the Insured Person's death caused by an Injury within one hundred and four (104) weeks of its happening is the sole cause of his/her death.

The maximum amount payable under this Section 7 will only be up to the Sum Insured as specified in the Schedule.

## SPECIAL BENEFITS

### 1. Free Insurance For Child

If You and Your spouse are both insured under the same plan of this Policy, up to three (3) of Your biological or legally adopted Children (aged between one (1) year to eighteen (18) years or twenty three (23) years if pursuing full-time education in a recognised tertiary institution with their Usual Country of Residence as Singapore) shall be covered at 10% of the Sum Insured for the following benefits:

Section 1A Death  
Section 1C Permanent and Total Disablement  
Section 5 Medical Expenses

### 2. Loss And Damage To Personal Belongings

We undertake to pay an amount not exceeding S\$500 to the Insured person who has suffered damage to clothing and personal belongings worn or carried by such Insured Person arising from an Accident provided that the Insured Person sustains Injury in the same Accident and the Medical Expenses under Section 5 is also payable under this Policy.

## EXTENSIONS

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. Disappearance

We shall presume death to have been suffered by the Insured Person if he or she is missing for twelve (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.

### 2. 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.

### 3. Motorcycling

This Policy is extended to cover motor-cycling (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.

### 4. 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.

### 5. Riot, Strike, Murder and Assault

This Policy is extended to cover Injury sustained by the Insured Person as a result of riot, strike, murder or 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 or if such act could reasonably have been avoided by the Insured Person.

## 6. Suffocation by Smoke, Poisonous Fumes, Gas and 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.

All Extensions are subject to the Terms, Conditions and Exceptions of this Policy.

# 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 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 as the Company may reasonably make execute any document to empower the Company to obtain relevant information, at the Insured or the Insured Person's expense, from any Physician, Hospital or other source.

## 2. Reasonable Precautions and Material Changes

The Insured Person shall take all reasonable precautions to prevent and minimise any Injury. The Company must be informed immediately in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this 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

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.

## 4. Premium Payment

Subject to the Company's agreement in writing, premium can be paid on a monthly basis or on an annual basis

### (a) If premium is paid monthly

- (i) the first monthly premium is payable on the Commencement Date and subsequent premiums are due on same date on each succeeding month
- (ii) each payment must be paid by direct debit instruction or charged to your Nominated Account
- (iii) We are immediately entitled to the balance of the annual premium payable for the entire policy year if a claim arises in respect of that policy year. We reserve the right to deduct the balance of the annual premium from any claim amount due

### (b) If premium is paid Annually

- (i) The first annual premium is payable on the Commencement Date and subsequent premiums are due on the same date on each succeeding year
- (ii) Each payment must be paid by direct debit instruction or charged to your Nominated Account or by cheque

(c) Changes in the frequency of premium payments to or from monthly or annual payments cannot be made unless the Company on receipt of a request to do so by the Insured, allows otherwise

## 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:

- (a) Yourself, of the age between twenty-one (21) years and sixty-five (65) years, or
- (b) Your legal spouse of the age between twenty-one (21) years and sixty-five (65) years,

with his/her Usual Country of Residence as Singapore.

## 6. Automatic Termination

(a) The entire Policy will terminate and the cover for the Insured Person 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 8.

(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 Period of Insurance in which You attains Your seventy-first (71<sup>st</sup>) birthday
- (iii) where the Insured Person is Your spouse:
  - (iii.i) on the expiry of the Period of Insurance in which he/she attains his/her seventy-first (71<sup>st</sup>) birthday or
  - (iii.ii) when he/she ceases to be Your lawful spouse
- (iv) when 100% of the Sum Insured in the aggregate for any and all claims under Section 1's Result A, Result B, Result C or Result D is paid in respect of the Insured Person.

#### **7. 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 thirty (30) days written notice of any such alteration(s). 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 increase 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.

#### **8. Cancellation by Notice**

Either the Insured or the Company may cancel this Policy by giving the other party thirty (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 fifteen (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.

#### **9. 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.

#### **10. In the Event of Fraud**

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person(s) or anyone acting on their behalf to obtain benefit under this Policy, then the Policy will be cancelled immediately and all benefit and premium forfeited.

#### **11. Legal Personal Representatives**

The terms, exceptions and conditions of this Policy, so far as applicable and with necessary modifications, shall 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. Data Privacy Notice**

It is hereby declared that as a condition precedent to the liability of the Company the Insured Person has agreed that any personal information in relation to the Insured Person provided by or on behalf of the Insured Person to the Company may be held, used and disclosed to enable the Company or any independent third party to provide all services related to this insurance.

#### **14. Provision of Information**

You shall at all times provide complete, accurate and updated information (including Your personal information) as required by Us in relation to Your application, this Policy and/or services related to this Policy. The Company shall not be held liable for failure to perform any of the services related to this Policy or any delays or losses suffered due to incomplete, insufficient, inaccurate or outdated information provided by You.

## 15. 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.

## 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 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 thirty (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 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.

### 4. Arbitration

All disputes or differences under this Policy shall be referred to Arbitration in accordance with the Arbitration Act (Chapter 10) or any statutory re-enactment thereof. The making of an Award by an Arbitrator or Arbitrators as herein before specified shall be a condition precedent to any right of action against the Company.

### 5. Commencement of Arbitration or Court Action

If We offer an amount in settlement or disclaim liability or any claim hereunder and such claim is not within twelve (12) calendar months from the date of such offer or disclaimer referred to arbitration under the provisions contained in this Policy or made subject to a pending court action, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

### 6. 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.

## 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; or
  - (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; or
  - (b) any kind of race (other than on foot or swimming) or trial of speed or reliability; or
  - (c) potholing, mountaineering or rock climbing necessitating the use of guides or ropes; or
  - (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); or
  - (b) pregnancy or childbirth; or
  - (c) insanity; or
  - (d) any pre-existing physical or mental defect or infirmity; or
  - (e) the Insured Person concerned being under the influence of drugs (other than those prescribed by a registered Physician but not when prescribed for the treatment of drug addiction); or
  - (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 thirty (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.

except in the circumstances set out under the Extensions of this Policy.

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; or
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof; or
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - (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; or
  - (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; 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 MSIG Insurance or visit the GIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://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.**