

TERMS & CONDITIONS

1. Definitions

- 1.1. "**Accident**" or "**Accidental**" means an event which results in a loss to the Insured Life caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
- 1.2. "**Accidental Death**" means deaths resulting solely from an Accident.
- 1.3. "**Accidental Injury**" means any bodily injury caused solely and directly by Accident, and independently of any other cause, and such injury shall result in the death or disability of the Insured Life within 30 days from the date of Accident.
- 1.4. "**Certificate of Insurance**" means a certificate of insurance issued by the Company to an Insured Life which provides confirmation of insurance cover for the Insured Life under the Policy.
- 1.5. "**Certificate Renewal Date**" means the date immediately following the last day of any Period of Insurance as stated in the Certificate of Insurance.
- 1.6. "**Country of Issue**" refers to the country in which this Policy is issued.
- 1.7. "**Effective Date**" means the date from which the insurance coverage of the Insured Life has become effective as specified under the Certificate of Insurance.
- 1.8. "**Eligible Member**" shall mean parent or legal guardian whose child (age 13 next birthday and below) is enrolled into Policyholder's Extraordinary Care Program; and who has not yet attained the age of 66 years at the Effective Date; and who is a Singaporean or Singapore Permanent Resident or with a valid employment pass (EP holders, S Pass, or Work Permit holders)/ dependant's pass; and is residing in Singapore.

This Policy only covers one parent or legal guardian who is the applicant of the Extraordinary Care Program and each child can only be enrolled into one Extraordinary Care Program.
- 1.9. "**Insured Life**" shall include Eligible Member who has completed and submitted the application form and in respect of whom an assurance under this Policy has been effected as specified in the Certificate of Insurance.
- 1.10. "**Limb**" means a hand at or above the wrist or a foot at or above the ankle.
- 1.11. "**Loss**" means total, permanent and irrecoverable loss of use or loss by physical severance.
- 1.12. "**Period of Insurance**" means a period of 12 consecutive months starting from the Effective Date.
- 1.13. "**Policy**" shall mean this agreement, any rider or endorsement therein, any amendment signed by the Company, the application of the Policyholder, and any individual proposal form, consent form or any other form signed by the Insured Life or the Policyholder constituting the entire contract.

1.14. **"Policy Period"** means a period of one calendar year or such other periods as may be agreed in writing between the Company and the Policyholder, starting from the Policy Commencement Date for the first Policy Period and from the respective Renewal Dates for subsequent Policy Periods.

1.15. **"Prohibited Person"** means a person or an entity (as the case may be) who is subject to any sanction(s) pursuant to any laws and/or regulations, administered by any governmental or regulatory authority or any competent authority or law enforcement agency, in any country.

1.16. **"Sum Insured"** in respect of any Insured Life shall mean the amount of insurance as stated in the Certificate of Insurance.

1.17. **"Total and Permanent Disability"** means

i. For actively working Insured Life age between 16 to 66 next birthday

"Total and Permanent Disability" means that the disability must be total and permanent due to Accidental Injury and that there is neither at the point of commencement of the disability nor at any time thereafter any work, occupation or profession that the Insured Life can ever sufficiently do or follow to earn or obtain any wages, compensation or profit.

ii. For Insured Life with no gainful occupation age between 16 to 66 next birthday

"Total and Permanent Disability" means that the disability must be total and permanent due to Accidental Injury and inability of the Insured Life to perform at least 3 out of 6 activities of daily living as defined below, even with the aid of special equipment, and will always require the physical assistance of another person throughout the entire activity.

The activities of daily living are:

1) Washing

The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash by other means.

2) Dressing

The ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial Limbs or other surgical or medical appliances.

3) Feeding

The ability to feed oneself food after it has been prepared and made available.

4) Mobility

The ability to move indoors from room to room on level surfaces.

5) Toileting

The ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances so as to maintain a satisfactory level of personal hygiene.

6) Transferring

The ability to move from a bed to an upright chair or wheelchair and vice versa.

iii. Presumptive definition of Total and Permanent Disability - For Insured Life age up to 66 next birthday

An Insured Life shall be regarded as being totally and permanently disabled under the following definition of disability if that Insured Life, due to Accidental Injury, has been subject to one (or more) of the following impairments:

- 1) The total and irrecoverable Loss of sight of both eyes; or
- 2) The Loss by severance or Loss of permanent use of both hands at or above the wrists or both feet at or above the ankles; or
- 3) The Loss by severance or Loss of permanent use of one hand at or above the wrist and one foot at or above the ankle; or
- 4) The Loss by severance or Loss of permanent use of one Limb at or above the wrist or ankle and loss of sight of one eye

The Total and Permanent Disability shall have lasted for not less than six (6) months duration and upon receipt of satisfactory proof of such Total and Permanent Disability, the Sum Insured shall become payable to the Insured Life.

2. General Provisions

2.1. Termination

- (a) The coverage of any Insured Life shall automatically be terminated on the earliest of the following dates:
- (i) The date of expiration of the period for which the last premium payment is made in respect of his coverage;
 - (ii) After the expiry date of issue of his Certificate of Insurance;
 - (iii) The date the Insured Life dies;
 - (iv) When the Insured Life and/or Policyholder is/becomes a Prohibited Person;
 - (v) The end of the Period of Insurance during which the Insured Life reaches his 70th birthday;
 - (vi) On any Certificate Renewal Date if on that Certificate Renewal Date, the Insured Life:
 - i. is not a citizen or permanent resident of the Country of Issue;
 - ii. has resided outside the Country of Issue for more than 180 days, whether continuously or otherwise;
 - iii. is still residing outside the Country of Issue;
 - (vii) when the Insured Life is working in Singapore under employment pass (EP holders, S Pass, or Work Permit holders) issued by the Ministry of Manpower, and the contract of employment is terminated.
- (b) This Policy shall be terminated on the date notified to the Policyholder by the Company to terminate the Policy by virtue of war (declared or undeclared) or act of war (whether or not there has been a declaration of war) where such date shall be at the discretion of the Company.
- (c) For the avoidance of doubt, in the case of termination of the Policy due to expiry of the Policy, the insurance cover for the Insured Life may be continued until the expiry date of his Certificate of Insurance.

2.2. Assignment

No benefit under the Certificate of Insurance can be assigned.

2.3. Evidence of Age

Documentary evidence of age satisfactory to the Company shall be required before any benefit in respect of any coverage under this Policy shall be payable.

If the age has been under stated, the amount payable shall be only such sum as the premium paid would purchase according to the premium rate at the true age. If the age is over-stated the excess of premium will be refunded.

2.4. Misstatement

Where a misstatement of age or other relevant facts has caused an Insured Life to be insured hereunder when he is otherwise ineligible for insurance coverage, or where such statement has caused an Insured Life to remain insured when he would otherwise be disqualified for further insurance coverage in accordance with the terms and limitations of this Policy, his insurance coverage shall be void and there shall be a refund of premiums paid in respect of the Insured Life, provided always that where there is fraud on the part of the Policyholder or Insured Life, no premiums paid are to be refunded.

2.5. Contract

All statements made by Policyholder and by any Insured Life shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall void this Policy or be used in defence of a claim, unless it is in writing.

2.6. Alteration of Contract

This contract may at any time be amended and changed by written agreement between the Company and the Policyholder. Any amendments to this contract shall be binding on all Insured Life whether insured under this Policy prior to or on or after the effective date of the amendment.

2.7. Arbitration

All differences arising out of the Policy or incidental thereto or to the assurance hereby effected shall be referred to a single arbitrator to be appointed in writing by the Policyholder and the Company, or if they cannot agree upon a single arbitrator, to two arbitrators, one to be appointed in writing by each party and such arbitrators shall before commencing their investigations elect an umpire. In all other respects the arbitration shall be subject to the statutory provisions for the time being in force relating to arbitration. Unless and until an award has been made, no action or other legal proceedings shall be commenced in respect of any claim or by virtue of this Policy. After the expiration of two years from the date of an event giving rise to a claim under this Policy, the Company shall not be liable in respect thereof unless the Company shall have admitted liability in respect of such claim or the claim shall in the meantime have been referred to arbitration.

2.8. Operation of Law

This Policy shall be construed according to and governed by the laws of Singapore.

3. Benefit Provisions

The benefits of this Policy are set out in the Certificate of Insurance.

Always subject to all the terms, conditions, exclusions and provisions of this Policy, upon receipt of proof of age and adequate documentary proof that the Insured Life sustains Accidental Injury while covered under this Policy and occurring within 30 days from the date of the Accident, if the claim is approved by the Company, the Company shall make payment of such claim, and such payment made shall release the Company from that respective liability in relation to the claim under the Policy.

4. Exclusions

The insurance under this Policy shall not cover death or any Loss caused directly, or indirectly, wholly or partly, by:

- (a) Suicide or any attempted suicide or self-inflicted injury or sickness or disease, whether the Insured Life is sane or insane;
- (b) War (declared or undeclared), hostilities, civil war or any warlike operations; military or naval or air-force service while under orders for warlike operations;
- (c) Participation in riot or commission of an assault or act of crime;
- (d) Participation in competitive racing of any kind other than on foot;
- (e) Insane or mental disorder;
- (f) The Insured Life being under the influence of alcohol or drugs except drugs prescribed by physician for the purpose of treatment;
- (g) Violation or attempted violation of the law or resistance to lawful arrest or any resultant imprisonment;
- (h) The Insured Life being in or on an aircraft of any type or boarding or descending from any aircraft, except as a fare-paying passenger or a crew member on an aircraft on a regular scheduled route operated by a recognized airline.
- (i) The Insured Life performing his normal duties in his occupation:
 - i) in the mining, oil and gas industry (including offshore rigs);
 - ii) in the heavy chemicals industry;
 - iii) in the aviation industry (pilots and aircrew);
 - iv) in the maritime industry (including deep sea diving and sea crews);
 - v) where it involves in the tunnelling and excavation work in connection therewith;
 - vi) as professional sports;
 - vii) as military, armed forces, security services and firemen; or
 - viii) as professions where employees work with explosives or inflammable liquids or gas.

5. Claims

5.1. Notification

The Insured Life or his legal representative must, within 31 days after the occurrence of any event likely to give rise to a claim under this Policy, notify the Company of the claim and give written proof of the claim.

5.2. Submission and Documentation

The Insured Life or his legal representative will be required to submit documentary proof which is satisfactory to the Company for consideration of eligibility of claims. Any cost incurred in acquiring documentary proof will be borne by his legal representative.

5.3. Compensation

No compensation stated in this Certificate of Insurance shall be payable until the total amount of compensation shall have been ascertained and agreed.

5.4. Payment of Benefit

5.4.1. All benefits shall be paid only when the claim shall have been proven to the satisfaction of the Company and the total amount of compensation shall have been ascertained and agreed upon by the Company and Policyholder.

5.4.2. Any amount payable under this Policy will be paid by cheque to the order of the Policyholder, unless the Policyholder otherwise notifies in writing. Any payment so made shall effectively discharge the Company from any further liability under this Policy.

5.5. Fraudulent Claims

If any claim under this Policy is in any respect, fraudulent or if any fraudulent means or devices shall be used by the Policyholder or an Insured Life or any one acting on behalf of the said parties to obtain a benefit under this Policy, the Company shall be under no liability in respect of such claims and shall be entitled to recover any payment made prior to the discovery of fraud.