

# PACare Plus – Applicable to policies effected on or after 20 Jul 2017

## Policy Wordings

Please read this insurance Policy carefully to ensure that you understand the terms and conditions and that this Policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.

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## Introduction

1. This is an Accident policy and benefits will only be payable upon death or Injury as a result of an Accident occurring during the Period of Insurance. The benefits described below are subject to maximum limits or to a deductible. Please check the Policy Schedule for details. Benefits are payable only if the insured event affects an Insured Person while he/she is covered under this Policy.
2. Please read this Policy carefully to make sure You understand it. If You have any questions about this insurance, please call or write to Us. Contact details are shown both in this Policy and Your Policy Schedule.
3. Please inform Us immediately of any change in Your address and of any other change affecting You which requires an alteration to the Policy.
4. In the event where You may be entitled to receive a benefit under this Policy, please let Us know as quickly as possible, but in any event not exceeding 30 days from occurrence of the Accident. This must be done in writing, addressed to Us, and evidenced by an acknowledgement from Us. We should point out that delays in notification could affect the validity of Your claim.

## General Provisions

### 1. The Contract

- a) This Policy sets out the terms and conditions of a contract of insurance between Liberty Insurance Private

Limited from here on called the Company and You, also known as Insured or Insured Person(s).

- b) We will provide the insurance to You according to the terms set out in this Policy, provided You pay the premium when due and We agree to accept it. The general conditions which appear in this Policy or in any Endorsement form part of the contract and must be complied with.
- c) It is important that You:
  - i) read the whole Policy to make sure that You understand the protection You have just bought; and
  - ii) are aware of the limits on the amounts We will pay you

### 2. Interpretation

- a) This Policy including Your proposal form, attached forms and papers, declarations, digital transmissions of declarations, Schedule and any Endorsement and amendment, printed or via electronic mail, shall be read together as one contract and any one word or expression to which a specific meaning has been attached, shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.
- b) No change in this Policy shall be valid unless approved by Us and evidenced by an Endorsement reflecting the amendment on the Policy by Us.

### 3. Duty of Disclosure

- a) The accuracy of the information provided over the phone, via digital transmissions, or electronic mail, or in Your proposal form will form the basis of and be part of the contract. Before You enter into the insurance contract and during the Period of Insurance, You must tell Us every

material information You know or could reasonably be expected to know which will affect Our decision on the coverage and the terms of the insurance. If You are uncertain about whether a fact is relevant or not, You must tell Us about it. We will acknowledge receipt of acceptance of material information by stating these on the Policy Schedule. If You do not provide this information to Us, We may:

- i) reduce the amount payable for the claim under this Policy; or
- ii) refuse to pay the claim that may arise; or
- iii) cancel Your insurance Policy from inception

- b) Material information will include but not limited to: Insured Person's previous claim history and insurance records, age, occupation, health and physical impairments, disease, Illness and Usual Country of Residence.

#### 4. Eligibility and Scope

##### a) Eligible Person(s)

- i) To be eligible for cover under this Policy, You or Your spouse must be aged between eighteen (18) and sixty-five (65) years old. The eligible age for Dependents Child/ Children is from six (6) months to eighteen (18) years old, or up to twenty-five (25) years old, if they are still enrolled in an educational institution on full-time higher education. We may continue to renew cover for You and Your spouse up to age seventy-nine (79) subject to Our approval. To be eligible for cover, all Insured Persons must be Residents of Singapore who are Permanently Residing in Singapore

- ii) "Residents of Singapore" means Singapore Citizens and Permanent Residents

- iii) "Permanently Residing" means residing permanently in Singapore during the Period Of Insurance but with the liberty to travel outside Singapore for a period not exceeding ninety (90) consecutive days at any one time

- iv) We may extend cover to an Insured Person who is not a Resident of Singapore subject to Our approval

##### b) Geographical Scope and Time Limits

- i) This Policy covers an Insured Person in his/her Usual Country of Residence for twenty-four (24) hours unless otherwise amended or endorsed under this Policy

- ii) This Policy covers an Insured Person outside his/her Usual Country of Residence, on a worldwide basis, provided that the maximum period an Insured Person is outside his/her Usual Country of Residence is not more than ninety (90) consecutive days at any one time

# General Definitions

These terms, wherever used in this policy, are defined as follows:

TERM	MEANING
1. <b>Accident/Accidental</b>	An event or occurrence which is unintended, sudden, fortuitous and unforeseen.
2. <b>Activities of Daily Living</b>	<p>a) <b>Washing</b> The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash by other means</p> <p>b) <b>Dressing</b> The ability to put on, takes off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances</p> <p>c) <b>Toileting</b> The ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate</p> <p>d) <b>Transferring</b> The ability to move from a bed to an upright chair or wheelchair, and vice versa</p> <p>e) <b>Feeding</b> The ability to feed oneself food after it has been prepared and made available</p> <p>f) <b>Mobility</b> The ability to move indoors from room to room on level surfaces</p>
3. <b>Age</b>	The current age. A person is considered to be of his/her current age until his/her next birthday.
4. <b>Chiropractor/ Physiotherapist/ Traditional Chinese Physician</b>	A person (other than an Insured Person or a member of the Insured Person's immediate family) engaging in the practice of chiropractic/physiotherapy and/or Traditional Chinese medicine and/or acupuncture (including a herbalist or bonesetter), who is duly licensed and registered to do so according to the laws and regulations applicable in the geographical area of his/her practice.
5. <b>Company/We/Ours/Us</b>	Liberty Insurance Pte Ltd
6. <b>Dependent Child/Children</b>	<p>a) An unmarried and unemployed child aged between six (6) months old to eighteen (18) years; or</p> <p>b) An unmarried and unemployed child aged between eighteen (18) and twenty-five (25) years of age if he or she</p>

<b>TERM</b>	<b>MEANING</b>
	is enrolled in an educational institution on full-time higher education
<b>7. Endorsement</b>	An amendment to this Policy by an authorized person of the Company. Intermediary(ies) of the Company are not authorized to make any amendment.
<b>8. Effective Dates</b>	The commencement date of insurance as specified in the Policy Schedule or Endorsement.
<b>9. Gainful Employment</b>	Work by Insured where he/she derives an income, remuneration or profit.
<b>10. Medical Practitioner/Physician</b>	A person (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed and registered to practise western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
<b>11. Hospital</b>	An establishment duly constituted and registered subject to the applicable national laws and regulations as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which: <ul style="list-style-type: none"> <li><b>a)</b> has organized facilities for diagnosis, treatment and major surgery</li> <li><b>b)</b> provides twenty-four (24) hours a day nursing services by registered graduate nurses</li> <li><b>c)</b> is under the supervision of one or more Physicians at all times; and</li> <li><b>d)</b> is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home, or a home for the aged, or similar establishment</li> </ul>
<b>12. Home Country</b>	The country of citizenship. In the event of dual nationality, You shall select one nationality.
<b>13. Illness/Sickness</b>	A physical condition marked by a pathological deviation from normal health state.
<b>14. Infectious Disease</b>	Confirmed diagnosis by a Medical Practitioner using internationally accepted medical diagnostic criterion, with acceptable clinical and laboratory evidence for the following: <ul style="list-style-type: none"> <li><b>a)</b> Avian Influenza or 'bird flu' due to influenza A viral strains H5N1, H9N2, H7N7, H7N9 or H1N1</li> <li><b>b)</b> Chikungunya Fever</li> <li><b>c)</b> Dengue Fever / Dengue Haemorrhagic Fever</li> <li><b>d)</b> Hand, Foot and Mouth Disease</li> <li><b>e)</b> Japanese Viral Encephalitis</li> <li><b>f)</b> Malaria</li> <li><b>g)</b> Nipah Viral Encephalitis</li> </ul>

TERM	MEANING
	<ul style="list-style-type: none"> <li><b>h)</b> Rabies</li> <li><b>i)</b> Severe Acute Respiratory Syndrome (SARS)</li> <li><b>j)</b> Variant Creutzfeldt-Jakob Disease (vCJD) or 'Mad Cow Disease'</li> <li><b>k)</b> Middle East Respiratory Syndrome Coronavirus (MERS-CoV)</li> <li><b>l)</b> Zika Virus</li> <li><b>m)</b> Tuberculosis</li> <li><b>n)</b> Measles</li> <li><b>o)</b> Melioidosis or 'soil disease'</li> <li><b>p)</b> Mumps</li> <li><b>q)</b> Rubella</li> <li><b>r)</b> Anthrax Infection</li> <li><b>s)</b> Yellow Fever</li> <li><b>t)</b> Plague</li> <li><b>u)</b> Leionnaires' Disease</li> <li><b>v)</b> Ebola</li> </ul>
<b>15. Immediate Family Member</b>	Your spouse, child/children, parents, brothers(s), sister(s), grandparents and parent(s)-in-law.
<b>16. Injury</b>	Bodily injury sustained by an Insured Person during the Period of Insurance and is caused by an Accident solely and independently of any other causes within twelve (12) calendar months from date of such Accident.
<b>17. Insured</b>	The Policyholder named as Insured Person in the Policy Schedule.
<b>18. Intensive Care Unit (ICU)</b>	A specialized department of a Hospital that provides intensive care medicine or critical care medicine for patient who are faced with life threatening medical emergency.
<b>19. Loss</b>	Complete severance or permanent functional disablement.
<b>20. Loss of Hearing</b>	Permanent irrecoverable loss of hearing where: <ul style="list-style-type: none"> <li><b>a)</b> If a dB = Hearing loss at 500 Hertz</li> <li><b>b)</b> If b dB = Hearing loss at 1000 Hertz</li> <li><b>c)</b> If c dB = Hearing loss at 2000 Hertz</li> <li><b>d)</b> If d dB = Hearing loss at 4000 Hertz</li> <li><b>e)</b> 1/6 of (a+2b+2c+d) is above 80dB</li> </ul>
<b>21. Loss of Speech</b>	Disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
<b>22. Loss of Sight</b>	Total and irrecoverable loss of sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.

TERM	MEANING
23. <b>Loss of Limb</b>	Physical severance of a hand at or above the wrist or of a foot above the ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg.
24. <b>Medical Expenses</b>	<ul style="list-style-type: none"> <li data-bbox="643 367 1378 517">a) Expenses incurred within twelve (12) calendar months of sustaining an Injury, paid by the Insured Person(s), inpatient and/or outpatient expenses for the purpose of treatment to the Injury(ies) sustained in an Accident</li> <li data-bbox="643 528 1378 719">b) These include expenses to General Practitioner, Physician, Chinese Physician, Chiropractor, Physiotherapist (upon referral by Medical Practitioner), dental surgeon, surgical, x-ray, laboratory, medical services, supplies and medication</li> <li data-bbox="643 730 1378 987">c) Includes cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is cause by an Accident. Extended to cover expenses for dental crowns, implants and bridges up to the limit of S\$1,000 per accident. Expenses for dental treatment for injuries sustained do not include cosmetic dental treatments</li> <li data-bbox="643 999 1378 1115">d) All treatment must be Reasonable and Customary in the location where the expenses were incurred and shall not exceed total benefit payable</li> </ul>
25. <b>Nuclear, Chemical, Biological Weapon</b>	<ul style="list-style-type: none"> <li data-bbox="643 1128 1378 1279">a) This means use of Nuclear, Chemical, or Biological agents, device, emission, discharge, dispersal, release, or escape of any solid, liquid, or gaseous for the purpose of destruction</li> <li data-bbox="643 1290 1378 1400">b) Nuclear weapon or device means device such as bomb or warhead whose explosive and destructive power derives from the release of nuclear energy</li> <li data-bbox="643 1411 1378 1561">c) Chemical agent means any compound which when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property</li> <li data-bbox="643 1572 1378 1756">d) Biological agent means any pathogenic (disease producing) micro-organism(s) and or biologically produced toxin(s) (including genetically modified organism and chemically synthesized toxin) which cause illness and/or death in humans, animals or plants</li> </ul>
26. <b>Overseas</b>	Outside the Republic of Singapore
27. <b>Pre-Existing Condition</b>	<p data-bbox="643 1807 1378 1874">Any Injury, illness, disease or conditions which, prior to the Effective Date of this Policy,</p> <ul style="list-style-type: none"> <li data-bbox="643 1886 1378 1957">a) had manifested itself, worsened, became acute, or developed symptoms for which an ordinary prudent person</li> </ul>



TERM	MEANING
	would have sought medical advice, diagnosis, care or treatment, or <b>b)</b> had been diagnosed, treated, hospitalized, recommended for treatment or treated by a Medical Practitioner, which requires the Insured Person to be hospitalized or take prescribed drugs or medicine
<b>28. Principal Sum Insured</b>	The Accidental Death Benefit of the Plan as stated on the Policy Schedule
<b>29. Policy Schedule/The Schedule</b>	The Schedule issued to Insured, and forming part of the contract of this insurance policy
<b>30. Plan</b>	The plan selected by Insured at time of application and as set out in the Policy Schedule.
<b>31. Permanent</b>	Lasting for a continuous period of twelve (12) calendar months and at the end of which is beyond any hope of improvement.
<b>32. Permanent Disablement</b>	Injury which: <b>a)</b> falls into one of the categories listed in the Permanent Disablement (Scale of Benefits) Table and <b>b)</b> having lasted for a continuous period of twelve (12) calendar months from the date of Accident and at the end of that period, beyond hope of improvement
<b>33. Permanent Total Disablement</b>	Injury which, having lasted for a continuous period of twelve (12) calendar months from the date of the Accident and entirely prevents the Insured Person from engaging in Gainful Employment of any and every kind and from which there is no hope of improvement.
<b>34. Public Conveyance</b>	Mass transit transport licensed by the government authority to be used for public transportation including, vehicle, passenger train, tram, taxi, bus, ferry or commercial scheduled flight, on which the Insured is a fare paying passenger.
<b>35. Period of Insurance</b>	The period of cover shown in the Policy Schedule and for any following period, for which cover is extended by mutual agreement.
<b>36. Reasonable and Customary Charges</b>	Charges for medical care which do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar illness or injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. In Singapore, Reasonable and Customary Charges shall be deemed to be those laid down in the Singapore Medical Association's Schedule of Fees.
<b>37. Temporary Partial Disablement</b>	Injury which solely and directly disables and prevents an Insured Person from attending to a substantial part of his/her

TERM	MEANING
38. <b>Temporary Total Disablement</b>	business or occupation (of any and every kind) for a period of time. Injury which solely and directly, totally disables and prevents an Insured Person from attending to his/her business or occupation (of any and every kind) for a period of time.
39. <b>Terrorism</b>	Means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).
40. <b>Surgery</b>	Any invasive surgical intervention.
41. <b>Usual Country of Residence</b>	The country of permanent residence, in which You are staying for a period exceeding ninety (90) consecutive days.
42. <b>You/Your/Insured Person</b>	An individual person/persons so described in the Policy Schedule, whose name is included in the proposal form and in respect of whom commencement of cover has been approved and confirmed in writing by Us, and refer to the person covered under the Policy.

# Accidental Death

1

1. If an Insured Person shall sustain Injury which results, solely and independently of any other causes, in death within twelve (12) calendar months from the date of the Accident, the Company will pay the amount for Accidental Death (Principal Sum Insured) as stated in the Policy Schedule.
2. Benefits payable shall be reduced by any benefits already paid under Section 2 (Permanent Disablement), Section 3 (Double Indemnity Benefit), Section 4 (Temporary Total Disablement), and Section 5 (Temporary Partial Disablement) in respect of the same injury.

# Permanent Disablement

2

1. If an Insured Person shall sustain Injury which results in Permanent Disablement falling within one of the categories listed in the Permanent Disablement (Scale of Benefits) Table below within twelve (12) calendar months from the date of the Accident, the Company will pay the Percentage of Principal Sum insured as stated in the Policy Schedule.
2. Benefits payable shall be reduced by any benefits already paid under Section 4 (Temporary Total Disablement) and Section 5 (Temporary Partial Disablement) in respect of the same Injury.

**Permanent Disablement (Scale of benefits)  
Table**

Description	% of Principal Sum Insured
• Permanent Total Disablement	100%
• Loss of two limbs	100%
• Loss of both hand or of all fingers and both thumbs	100%
• Total loss of sight of both eyes	100%
• Total paralysis	100%
• Injuries resulting in being Permanently bedridden	100%
• Any other injury causing Permanent Total Disablement	100%
• Permanently unable to perform at least 3 Activities of Daily Living	100%
• Loss of one arm between or at shoulder to wrist	100%
• Loss of one leg between or at hip to ankle	100%
• Total Loss of Sight of one eye	50%
• Loss of sight of eye except perception of light	50%
• Loss of lens of eye	50%
• Loss of four fingers and thumb of one hand	50%
• Loss of four fingers	40%
• Loss of thumb	
○ Both phalanges	25%
○ One phalanx	10%
• Loss of index finger	
○ Three phalanges	10%
○ Two phalanges	8%
○ One phalanx	4%
• Loss of middle finger	
○ Three phalanges	6%
○ Two phalanges	4%
○ One phalanx	2%
• Loss of ring finger	
○ Three phalanges	5%

Description	% of Principal Sum Insured
○ Two phalanges	4%
○ One phalanx	2%
• Loss of little finger	
○ Three phalanges	4%
○ Two phalanges	3%
○ One phalanx	2%
• Loss of metacarpals	
○ First or second (additional)	3%
○ Third, fourth or fifth (additional)	2%
• Loss of toes	
○ All	14%
○ Great, both phalanges	5%
○ Great, one phalanx	2%
○ Other than great, if more than one toe lost, each toe	1%
• Loss of hearing	
○ Both ears	75%
○ One ear	15%
• Loss of speech	50%
<b>Third Degree Burns</b>	
• Head	
○ Equals to or greater than 2% but less than 5%	50%
○ Equals to or greater than 5% but less than 8%	75%
○ Equals to or greater than 8%	100%
• Body	
○ Equals to or greater than 10% but less than 15%	50%
○ Equals to or greater than 15% but less than 20%	75%
○ Equals to or greater than 20%	100%

3. Permanent total Loss of use of member shall be treated as Loss of member.
4. In the event of Permanent Disablement by Loss not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified above without reference to the profession or occupation of the Insured Person.
5. The total aggregate sum payable in respect of any one Accident shall not exceed 100% of the Principal Sum Insured or 200% of the Principal Sum Insured if double indemnity under Section 3 (Double indemnity) applies.
6. Where an Insured Person sustains disablement which falls within more than one category for which a benefit may be payable, payment will be made under the category with the higher (or highest) benefit only. In particular, if a benefit is payable for Loss of a whole member of the body, the no benefit shall be payable for Loss of part of that member.

## Double Indemnity | 3

1. The benefit(s) payable for Section 1 (Accidental Death) or Section 2 (Permanent Disablement) will be doubled if the Injury leading to Death or Permanent Disablement of an Insured Person is due to an Accident occurring whilst the Insured Person is traveling as a fare paying passenger on a Public Conveyance, or due to landslide, flood, explosion or fire. The double indemnity benefit under this Section does not apply to third degree burns.
2. Any benefit payable shall be reduced by any benefits already paid under Section 4

(Temporary Total Disablement) and Section 5 (Temporary Partial Disablement) in respect of the same Injury.

## Temporary Total Disablement 4

1. If an Insured Person who is Gainfully Employed shall sustain an Injury which results in Temporary Total Disablement within twelve (12) calendar months from the date of the Accident, the Company will pay a weekly income benefit as specified in the Policy Schedule, for up to a maximum period of one hundred and four (104) weeks from the date of Accident, for each Accident.
2. You need to furnish medical proof of continuous disability as and when requested by the Company for any benefit to be paid to You.
3. Benefits payable under Section 4 (Temporary Total Disablement) and Section 5 (Temporary Partial Disablement) are mutually exclusive, and in aggregate shall not be payable for more than 104 weeks from the date of Accident in respect of the same Injury. For any period where the disablement lasts for less than a week, the benefits payable will be pro-rated accordingly.

## Temporary Partial Disablement 5

1. If an Insured Person who is Gainfully Employed shall sustain an Injury which results in Temporary Partial Disablement within twelve (12) calendar months from the date of

the Accident, the Company will pay a weekly income benefit as specified in the Policy Schedule, for up to a maximum period of one hundred and four (104) weeks from the date of Accident, for each Accident.

2. You need to furnish medical proof of continuous disability as and when requested by the Company for any benefit to be paid to You.
3. Benefits payable under Section 4 (Temporary Total Disablement) and Section 5 (Temporary Partial Disablement) are mutually exclusive, and in aggregate shall not be payable for more than 104 weeks from the date of Accident in respect of the same Injury. For any period where the disablement lasts for less than a week, the benefits payable will be pro-rated accordingly.

## Daily Hospital Cash 6

If an Insured Person sustains an Injury which requires hospitalization as part of the treatment within twelve (12) calendar months from the date of the Accident, the Company will pay a Daily Hospital Cash as specified in the Policy Schedule up to a maximum period of ninety (90) days per Accident, for each completed twenty-four (24) hour period that an Insured Person is confined at a Hospital for treatment of Injury.

## ICU Daily Hospital Cash 7

1. For each completed twenty-four (24) hour period that an Insured Person is confined in an Intensive Care Unit (ICU) of a Hospital for

treatment of Injury, the Company will pay double the benefit in Section 6 (Daily Hospital Cash) to the amount as specified in the Policy Schedule for up to a maximum period of ninety (90) days per Accident.

2. Section 6 (Daily Hospital Cash) will not be payable when benefit under this section is payable.

## Compassionate Cash Relief 8

If an Insured Person shall sustain Injury which results in death within twelve (12) calendar months from the date of the Accident, the Company will pay the amount as specified in the Policy Schedule.

## Medical Expenses 9

1. The Company will reimburse the Insured person for the Medical Expenses paid for treatment of Injury, accidental contracting of Illness due to Infectious Disease, up to the amount as specified in the Policy Schedule per Accident.
2. Includes expenses for dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is caused by an Accident. Extended to cover expenses for dental crowns, implants and bridges up to the limit of S\$1,000 per accident. Expenses for dental treatment for Injuries sustained do not include cosmetic dental treatments.
3. When Insured Person is entitled to reimbursement for all, or part of such

expense(s) from another source(s), the Company will be liable only for the excess of the amount recoverable from such source(s).

4. We will pay the Reasonable and Customary Charges incurred, provided such expenses are incurred within twelve (12) calendar months from the date of the Accident.
5. Any benefits payable shall be reduced by any benefits already paid for the same Injury made under Section 11 (Traditional Chinese Physician and Chiropractor Treatment).

## Medical Expense Limits Doubles 10

1. The limit(s) payable will be double that in Section 9 (Medical Expenses), as specified in the Policy Schedule, if the Injury sustained by the Insured Person is due to an Accident occurring whilst the Insured Person is travelling as a fare paying passenger on a Public Conveyance or due to landslide, flood, explosion or fire. The double medical indemnity under this Section does not apply to third degree burns.
2. We will pay the Reasonable and Customary Charges incurred, provided such expenses are incurred within twelve (12) calendar months from the date of the Accident.
3. Any benefit payable shall be reduced by any benefit already paid for the same Injury made under Section 11 (Traditional Chinese Physician and Chiropractor Treatment).

## Traditional Chinese Medical and Chiropractor Treatment 11

1. The Company will reimburse the Insured Person the Medical Expenses incurred for the treatment of Injury by a Traditional Chinese Physician or Chiropractor up to the limit as specified in the Policy Schedule per Accident.
2. The Medical Reimbursement Limits of Section 9 (Medical Expenses) and Section 10 (Medical Expense Limits Doubles) will be reduced by the amount paid out under this Section.
3. We will pay the Reasonable and Customary Charges incurred, provided such expenses are incurred within twelve (12) calendar months from the date of the Accident.

## Mobility Aid and Ambulance Service 12

1. The Company will reimburse the Insured Person for the expenses incurred within 90 days from date of Accident, for Ambulance Service which is necessary to bring Insured Person from the site of Accident to the Hospital, between Hospitals, and between home to Hospital when necessary, for the purpose of treatment and post hospitalization treatment to an Injury.
2. We will reimburse the purchase of and/or rental of medical aid which is/are necessary to assist the Insured Person to move from room to room on a level surface, within 30

days of discharge from a Hospital, or medical treatment by a Physician.

3. The total amount payable under this section will be based on the Reasonable and Customary Charges and will be up to the amount as stated in the Policy Schedule.

## Emergency Evacuation and Repatriation 13

If You sustain Injury while You are on a trip overseas other than Your Home Country and/or Usual Country of Residence during the Period of Insurance, We may be contacted at the **Liberty Helpline** to provide the following assistance and services, subject to the limits in the Schedule of Benefits and the Terms and Conditions of the Policy.

1. **Emergency Medical Evacuation**  
In the event of a Serious Medical Condition, We will organize and pay for the medically necessary expense of air and/or surface transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving You to the nearest Hospital where appropriate medical care is available (and which may not necessarily be in Singapore).

“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 Your immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of Your geographical location, the nature of the medical emergency and the

local availability of appropriate medical care or facility.

Please note that We reserve the right to decide:

- a) whether Your Injury is sufficiently serious to warrant emergency medical evacuation; and
- b) the place to which You will be evacuated; and
- c) the means or method by which such evacuation and/or repatriation will be carried out having regard to all the assessed facts and circumstances which We are aware of at the relevant time

## 2. Repatriation

We will organize and pay for the medically necessary expenses unavoidably incurred in returning You to Singapore following an emergency medical evacuation where You are evacuated to a place outside the Home Country or Usual Country of Residence for subsequent in-Hospital treatment.

## Repatriation of Mortal Remains

14

In the event of Your death within thirty (30) days of Injury sustained while You are on a trip overseas during the Period of Insurance, We will organize and pay all reasonable and unavoidable expenses for either:

1. transporting Your mortal remains from the place of death to Your Home Country or Usual Country of Residence, or
2. the cost of a local burial at the place of death as approved by Us

## 24-Hour Medical Assistance

15

If while on a trip overseas during the Period of Insurance, You need any:

1. medical advice
2. referral to medical or dental facilities worldwide
3. arrangement of appointment with a Medical Practitioner
4. arrangement for Hospital admission; and
5. monitoring of Your medical condition during hospitalization

Our **Liberty Helpline** will provide:

1. medical advice to You over the telephone
2. name, address, telephone number, office hours of Medical Practitioner, Hospitals, clinics, dentists, dental clinics
3. arrangement of appointments with Medical Practitioner
4. arrangement for Hospital admission if We consider it necessary; and
5. monitoring of Your medical condition during Your hospitalization

Please note that the above services provided by **Liberty Helpline** under this Section are strictly on a referral or arrangement basis and We will not be held responsible for any third party expense and any consequential loss suffered by You.



## Transport Allowance

16

If during the Period of Insurance, the Insured Person is confined in a Hospital for a continuous five (5) days as a result of an Injury, We will reimburse the Insured Person for taxi fare incurred for travelling to and from home and Hospital within (60) days upon his/her discharge from the Hospital and up to the amount as specified in the Policy Schedule.

## Personal Liability

17

We will indemnify You for all sums which You may be legally liable arising as a result of:

1. Accidental death or injury to a third party; or
2. Accidental loss or damage to property of any third party

We will also indemnify You in respect of any claims to which the indemnity under this section applies:

1. All costs and expenses recoverable from You by third parties
2. All costs and expenses incurred with Our written consent

Our liability for all compensation payable in respect of any one occurrence and in the aggregate shall not exceed the Benefit Limit stated in the Policy Schedule.

### Exclusions to Section 17

We are not liable in respect of legal liability arising from:

1. The death or Injury to You or Your Immediate Family Members

2. Loss or damage to any property that is owned or controlled by You or Your Immediate Family Members
3. Failure to perform Your duty under a contract
4. Accepting liability without Our agreement
5. Your own unlawful, malicious, deliberate or intentional acts
6. Judgements which are not delivered by or obtained from a Court of competent jurisdiction within Singapore
7. Legal costs resulting from any criminal proceedings
8. Unitive, aggravated or exemplary damages
9. The ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals
10. Your participation in any motor rallies, or car, motorcycle, boat or aerial racing
11. Aerial devices or aircraft landing areas
12. The vibration, removal or weakening of the support of any land or building
13. The transmission of any disease; and
14. The Work Injury Compensation Act (WICA)

## Trauma Counselling

18

If, during the Period of Insurance, the Insured Person suffers 50% or more Permanent Disablement (as shown the Scale of Benefits Table in Section 2) as a result of an Injury and requires counselling as confirmed by a registered psychiatrist, the Company will pay the cost of counselling incurred in Singapore within six (6) months from the date of Accident up to the amount as specified in the Policy Schedule per policy year.

## Comatose State Benefit

19

If, during the Period of Insurance, the Insured Person suffers an Injury which causes or results in the Insured Person being confined in a Hospital and in a Comatose State for thirty (30) continuous days, the Company will pay the amount as specified in the Policy Schedule. This benefit is payable in addition to the compensation, if any, under Section 1 or 2 of this Policy but does not cover any duration of the Comatose State extending beyond policy period.

Comatose State means a state of profound unconsciousness, characterized by the absence of spontaneous eye openings, response to painful stimuli, and vocalization. This diagnosis must be supported by a Medical Practitioner with evidence of all of the following:

- a) No response to external stimuli for at least thirty (30) days;
- b) Life support measures are necessary to sustain life; and

- c) Brain damage resulting in permanent neurological deficit which must be assessed at least thirty (30) days after the onset of the coma

The Insured Person must in Hospital for the duration of the Comatose State for any benefits to be payable.

Coma resulting from drug abuse is excluded.

In the case of successive Comatose State with less than ten (10) days between each one for a same cause, the Comatose State will be deemed as one (1).

## Notes (Applicable to Sections 13, 14 and 15)

1. The services under Sections 13, 14 and 15 are available only to Insured Persons below the age of 75 years when traveling outside Singapore or designated Country of Residence during the Period of Insurance and the duration of the trip is not more than ninety (90) days from the date of departure from Singapore or designated Country of Residence.
2. Sections 13, 14 and 15 are subject to the following exclusions:
  - a) Services rendered without authorization of International SOS Pte Ltd and/or medical treatment administered by relatives
  - b) Limit to one emergency evacuation and/or repatriation attributable to any single medical condition of a Insured Person

- c) Any event occurring when the Insured Person is within the Home Country or Country of Residence
  - d) Situation where a journey was specifically undertaken with the intention of obtaining medical treatment
  - e) Cases of minor illness or injury and/or expenses incurred where the Insured Person in the opinion of SOS physician is physically able to return to Home Country or Country of Residence as a normal passenger
  - f) Any expense more specifically covered under any insurance policy
  - g) Any activity required from or on a ship or oil-rig or a similar off-shore location
3. The Insured Person or his/her representative must provide the following information when contacting **Liberty Helpline** telephone number: **(+65) 6334 4434** for travel, medical advice or worldwide emergency assistance:
- a) Insured Person's name and his/her passport or identity card number
  - b) Policy number and inception of the Policy
  - c) The name of the place and the telephone number where **Liberty Helpline** can reach the Insured Person or his/her representative; and
  - d) A brief description of the Accident and the nature of assistance required

## Extensions

This Policy shall extend to cover the following subject to the terms and conditions of the Policy:

**1. Accidental Miscarriage**

Injury resulting in accidental miscarriage which is not due to any natural causes, or sickness related to pregnancy or childbirth is covered under the terms of this Policy for Section 9 (Medical Expenses).

**2. Amateur Sports and Activities**

Injury arising from participation in recreational sports and activities which are not competitive in nature is covered under the terms of this Policy. This will exclude any sports or activities which the Insured Person is participating in a professional capacity or from which the Insured Person could earn an income or remuneration.

**3. Bites from Insects and/or Animals**

Injury sustained as a result of insect and/or animal bites which is not related to Sickness or Illness are covered under the terms of this Policy

**4. Disappearance and Exposure**

a) If the Insured Person is exposed to the elements due to an Accident and as a result of such exposure suffers an Injury, We will pay compensation subject to the terms of this Policy

b) If the Insured Person's body has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured Person was traveling in and it is reasonable to believe that the Insured has died as a result of Injury caused by an Accident, Section 1 (Accidental Death) shall become payable subject to

a signed undertaking by the Insured Person's legal representative that if this belief is subsequently found to be wrong, such benefit shall be refunded to Us

**5. Drowning or Suffocation**

Injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered under the terms of this Policy provided that such Injury did not arise out of or in connection with the Insured's own willful or intentional act.

**6. Flood and Other Convulsions of Nature**

Injury sustained as a direct result of flood and other convulsions of nature including but not limited to volcano eruptions, fire storm, wind storm, typhoon, hurricane, tornado, tsunami, earthquake, lightning strike, will be covered under the terms of this Policy.

**7. Food Poisoning**

Injury sustained as a result of food poisoning will be covered under the terms of this Policy.

**8. Hijack and/or Kidnap**

Injury sustained as a direct result of hijack and/or kidnap involving unlawful seizure, or exercise of control by force or violence, or by threat of force or violence, with wrongful intent of an aircraft, vessel or Public Conveyance, and which You are a victim, or hostage of kidnap, not a provocateur, will be covered under the terms of this Policy. We will not pay if the hijack and/or kidnap is by one of the Insured Person(s) or any others related to the Insured Person(s) whether acting alone or in collusion with others.

**9. Infectious Disease**

Medical Expenses incurred for the treatment of the Infectious Diseases are covered under the terms of this Policy for Section 9 (Medical Expenses).

**10. Motor Cycling**

Injury sustained from riding as a pillion or rider on a motor cycle, wearing proper safety helmet, and not engaging in racing, practice race, time trial, reliability trial, speed or duration testing, hill climbing, off road riding and riding of similar nature, will be covered under the terms of this Policy.

**11. Murder and Assault**

Injury sustained as a direct result of the Insured being a victim of murder or assault will be covered under the terms of this Policy provided that such Injury did not arise out of or in connection with the Insured's own participation or provocation of any such act.

**12. National Service Full-Time and Reservist Training**

a) If the Insured Person is required to serve Full-Time National Service (under Section 12 of the Enlistment Act Cap.93 of the Republic of Singapore) on or after the commencement of the Period of Insurance, the Policy extends to cover the Insured Person once he is officially off-duty or has officially signed out from the military camp. However, any claims relating to or in connection with or arising directly or indirectly from Full-Time National Service duty are excluded from the Policy

b) Injury sustained by the Insured Person while or during the course of serving Reservist duty within Singapore (under Section 14 of the Enlistment Act Cap.93 of the Republic of Singapore), will be covered for up to 40 days under the terms of this Policy. We will not be liable for any Injury caused directly or indirectly as a result of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 13. No Claim Bonus

At each renewal anniversary of the Policy, the Principal Sum Insured will increase by 5% from the original amount as stated in the Policy Schedule, provided that:

- a) No claims are made in the preceding year
- b) There was no interruption of cover during this period or between periods of insurance
- c) The maximum number of bonus is five (5) or twenty-five (25) percent of the Principal Sum Insured on the first year the Policy was started
- d) In the event of reduction of Principal Sum Insured, the bonus amount will be based on the reduced Principal Sum Insured

### 14. Strike, Riot and Civil Commotion

Injury sustained as a direct result of Strike, Riot and Civil Commotion will be covered under the terms of this Policy provided that the Insured is not an active/direct participant of such activities or the Injury does not arise out of or in connection with the Insured's collaboration or provocation of such act.

### 15. Terrorism

- a) Injury sustained as a result of an act of Terrorism involving the use of Nuclear, Chemical, and Biological Weapon, will be covered under the terms of this Policy
- b) We will not pay if the act of Terrorism is committed by any of the Insured Person(s) or any others related to the Insured Person(s) whether acting alone or in collusion with others
- c) This extension of cover does not apply to Section 13 (Emergency Evacuation and Repatriation) and Section 14

(Repatriation of Mortal Remains) of this Policy

### 16. Unscheduled Flight

Injury sustained whilst You are traveling as a passenger, not as an operator or crew member, in a properly licensed private aircraft as part of a business air travel, is covered under the terms of this Policy.

### 17. Facial Disfigurement Reconstruction Surgery

Injury sustained during the Period of Insurance and requires surgical procedure for:

- a) Facial Reconstructive Surgery;
- b) Skin Transplantation/Grafting due to burns;
- c) Re-attachment of severed fingers, toes and limbs;
- d) Dental Treatment

The Company will reimburse the actual cost reasonably incurred in Singapore within twelve (12) months from date of Accident up to 50% of Section 9 (Medical Expenses) limit per Accident. The medical reimbursement limit of Section 9 (Medical Expenses) will be reduced by the amount paid out under this Section.

Facial Reconstructive Surgery means the undergoing of plastic or reconstruction surgery (restoration or reconstruction of the shape and appearance of facial structures above the neck which are missing, defective or damaged) which, in the opinion of the registered Medical Practitioner, is medically necessary for treatment of facial disfigurement being a direct result of an Accident requiring inpatient treatment and subsequently the performance of such surgery.

Skin Transplantation/Grafting means the undergoing skin transplantation/grafting due to accidental burns resulting in the full thickness skin destruction of at least 10% of the body surface area of the Insured Person and which the treatment must be certified by the registered Medical Practitioner and is medically necessary. This Policy excludes correction of facial disfigurement.

Re-attachment of severed fingers, toes and limbs means the undergoing of re-attachment of the severed fingers, toes and limbs and which the surgery must be, in the opinion of the registered Medical Practitioner, medically necessary for the treatment.

Dental Treatment means the undergoing treatment for Injury of or damage to sound natural teeth and which the treatment must be certified by the registered Medical Practitioner and is medically necessary.

#### **18. Free Cover For Unlimited Number of Dependent Children:**

##### **If Both Parents Are Insured**

Dependent Children enjoy free coverage up to 30% of sum insured of Section 1 (Accident Death), 2 (Permanent Disablement), 6 (Daily Hospital Cash) and 9 (Medical Expenses) only on condition that both the Dependent Child's parents are insured under the same policy at inception or renewal. If each parent is covered on different plans of the policy 30% will be computed based on the plan with the lower sum insured. If the parents are covered on the Exclusive and/or Elite plan, 30% will be computed based on Executive plan.

##### **If One Parent Is Insured**

Dependent Children enjoy free coverage up to 10% of sum insured of Section 1 (Accident Death), 2 (Permanent Disablement), 6 (Daily Hospital Cash) and 9 (Medical Expenses) if only one parent of the Dependent Child is

insured under the policy at inception or renewal. The 10% will be computed based on the parent's plan and if the parent is covered on the Exclusive or Elite plan, it will be computed based on Executive plan.

For the sole purpose of this benefit section, Dependent Child/Children is hereby defined as:

- a) An unmarried and unemployed child aged between one (1) day to eighteen (18) years; or
- b) An unmarried and unemployed child aged between eighteen (18) and twenty-five (25) years of age if he or she is enrolled in an educational institution on full-time higher education

There is no need to name Your Dependent Child/Children under the Policy. If the Dependent Child/Children is covered with 50% of adult benefits, this free cover will not be applicable to him/her.

In the event of a claim, You will be required to produce any necessary supporting documents(s) to support Your claim.

## Exclusions

These Exclusions are applicable to the entire Policy.

We will not pay for claims directly or indirectly arising from:

1. AIDS (Acquired Immunization Deficiency Syndrome) & ARC (AIDS Related Complex) & HIV (Human Immunodeficiency Virus) infection.
2. Any Accident to an Insured Person which arises in the course of his/her occupation, if

his/her occupation falls within the following categories or involves the following activities: pilots, air crew, professional sportspersons, professional divers or jockeys, fire fighters, police, naval, military, air force service or operations (other than whilst serving Reservist duty within Singapore and Full-Time National Serviceman once he is officially off-duty), construction or unskilled workers, ship crew or workers on board vessels, oil and gas rigs/platforms workers, offshore workers, stevedores, shipbreakers, welders, work involving height exceeding 30 feet above ground or floor level, works underground, handling of hazardous chemical/electrical and/or explosive materials, use of woodworking tools or machineries.

3. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military, or usurped power.
4. Any Pre-Existing Condition.
5. Any unlawful or intentional act of an Insured Person, or his/her willful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.
6. Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment or any treatment to correct facial disfigurement not due to accident, provided that this exclusion does not apply to reconstructive surgery if:
  - a) it is carried out to restore function or appearance after an Accident (provided that the Accident occurred while the Insured Person was covered under this Policy); and

- b) it is done at a medically appropriate stage after the Accident; and
- c) the cost of the treatment is approved by Us in writing before it is done

7. Infectious Diseases diagnosed within fourteen (14) days from the Insured Person's first commencement date of cover under the policy.
8. Any Infectious Diseases which are announced or classified as a pandemic or epidemic by the World Health Organization (WHO) and health authority of Singapore. The coverage under Section 9 (Medical Expenses) will cease immediately from the date of the announcement, and will restore when the pandemic or epidemic announcement or classification by the World Health Organization (WHO) or health authority of Singapore is lifted.
9. Effect or influence of alcohol or drugs not prescribed by a qualified medical practitioner and the effect or influence of drugs prescribed by a qualified medical practitioner for the treatment of drug addiction.
10. Flying or other aerial activity except as a fare-paying passenger, not as an operator or crew member, in a properly licensed aircraft operated by a licensed commercial air carrier or recognized charter company; or as passenger, not as an operator or crew member in a properly licensed private aircraft, as part of a business air travel.
11. Illness, disease, mental defect or infirmity, or insanity, bacterial or viral infections even if contracted by accident. This excludes bacterial infection that is the direct result of an accidental cut or wound, and any event which is provided for under Extension 3 (Bites from Insects and/or Animals) and Extension 9 (Infectious Diseases) of this Policy.

12. Ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component, except if due to an act of Terrorism.
13. Medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy.
14. The Insured Person participating in any professional sports, rock climbing (except on man-made walls) or mountaineering which involves the use of guides or ropes, any underwater activities involving underwater breathing apparatus, any kind of speed contest or racing (other than on foot), motor rallies, hunting, potholing, caving, parachuting, sky diving, hang gliding, paragliding, cliff diving, bungee jumping, BASE jumping, competitive snow or ice sports.
15. The following activities or sports, except undertaken on a leisure purpose under the supervision of a licensed guide or instructor, will not be covered: hot-air ballooning, ice or winter sports, hiking or trekking undertaken outside Singapore.
16. The Insured Person participating in any sports or activities in a professional capacity and/or from which he or she could earn an income or remuneration.

## Conditions

### 1. Liability

We will have no liability to pay any benefits under this Policy if You or any Insured Person

- a) fails to fully and truthfully disclose to Us, all material information known (or which could reasonably be expected to be known), before inception of this Policy, during the period of insurance, and upon each renewal
- b) fails to properly observe and fulfill the terms and conditions of this Policy
- c) makes any untrue statement
- d) omits, suppresses or incorrectly states any material information affecting the risk
- e) makes any claim that is fraudulent or exaggerated, or makes any false declaration or statement in support of a claim. The Company reserves the right to recover from You any amounts that may have already been paid out

### 2. Changes in Circumstances

If there is any change in circumstances affecting the risk, You must give Us immediate written notice and pay any additional premium that We may require. In particular, You must notify Us of any changes in occupation/business or Country or Residence of any Insured Person. If You do not provide this information to Us, We may:

- a) reduce the amount payable for the claim under this Policy; or
- b) refuse to pay the claim that may arise; or
- c) cancel Your insurance Policy from inception



### 3. **Misstatement of Age**

If at the correct age an Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable, and our liability shall be limited to the refund of the premium paid without interest.

### 4. **Policy Renewal**

This Policy is renewable at our option, subject to underwriting requirements being fulfilled and at the premium rates determined at that time by Us. An application for change of benefits to a different plan can only be made at renewal and is subject to our acceptance at that time. Where at renewal a request is made to hold cover, the maximum period that cover can be held will be fourteen (14) days. If at the end of this period the Policy is cancelled or lapsed for any reason whatsoever, You must pay Us a premium for the number of days the cover was held which will be calculated pro-rata on the renewal premium subject to minimum premium of S\$25 + GST.

### 5. **Taking Precautions**

You and all Insured Persons must at all times take reasonable precautions to prevent accidents, loss or damage.

### 6. **Automatic Termination**

Cover under this Policy for any particular Insured Person shall automatically terminate on the earliest happening of the following events:

- a) on the death of such Insured Person; or
- b) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy; (provided that if an Insured Person satisfies the age eligibility requirements at the commencement of a Period of Insurance, his/her cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance); or

- c) upon being convicted of a criminal act

### 7. **Cancellation/Termination of Cover**

- a) You have the right to cancel this Policy at any time by giving written notice to Us. If no claims have been made during the current Period of Insurance, We will grant You a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST
- b) You have the right to terminate cover for any Insured Person at any time by giving Us written notice, and upon such termination, You will be granted a pro-rated refund of the premium paid in respect of that Insured Person corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST
- c) We have the right to cancel this Policy or any Section of part of it by giving You thirty (30) days' written notice, and upon cancellation You will be granted a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance

### 8. **Right to Return Policy/Free Look**

In the event that You are not satisfied with the Policy for any reason and there are no claims on the Policy, it may be returned to Us for cancellation with effect from inception, within fourteen (14) working days after receipt of the Policy by You. Any premium billed will be refunded without interest. This right to return Policy is applicable only to newly incepted policies.

### 9. **Payment of Benefits**

Any benefit payable under this Policy shall be paid to the Insured Person or to the Insured Person's legal representative or estate. Any payment made by Us in accordance with this

condition shall in all cases finally and completely discharge Us of all our liability.

#### **10. Expenses Covered by Other Sources**

If You or any Insured Person becomes entitled to a refund or reimbursement of all or part of claimed expenses from any other source, or if there is in place any other insurance against the events covered, We will only be liable for the excess of the amount recoverable from such other source or insurance. This condition is only applicable to benefits whereby payment is on a reimbursement or indemnity basis.

#### **11. Claim Procedures**

- a) Written notice shall be given to Us as soon as possible and in any event within thirty (30) days of the occurrence of any event, which may give rise to a claim under this Policy
- b) A claim form obtainable from Us upon request shall then be submitted to Us within thirty (30) days after the expiry period for which the claim is made, accompanied by the necessary supporting evidence of the occurrence, character and extent of loss
- c) All certificates, receipts, information and evidence required by Us shall be supplied free of expense to Us, in the form prescribed by Us
- d) Failure to comply with the time and procedure stipulated for the making of a claim in this clause may invalidate the claim and no benefit shall be payable under this Policy
- e) We shall have the right and the opportunity through our medical representatives to examine any Insured Person whenever and as often as may be reasonably required within the

duration of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious beliefs. We will bear the expenses incurred in such examinations, unless the claim is proved to be invalid, in which case We shall be entitled to recover all the expenses so incurred from You

#### **12. Legal Proceedings**

No legal proceeding may be commenced against Us prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms of the Policy, the Insured Person may, within a grace period of one (1) Section year from the time that the written proof of loss should have been furnished, submit the relevant proof of loss to Us with satisfactory reasons for the failure to comply with Policy terms. The acceptance of such proof of loss shall be at our sole and entire discretion. After such grace period has expired, We will not accept for any reason whatsoever such written proof of loss.

#### **13. Mediation/Arbitration**

All disputes arising out of this Policy may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the mediation procedure for the time being in force, if the parties so agree. The parties agree to take part in the mediation in good faith and undertake to honor the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

**14. Applicable Law**

This Policy shall be governed by and interpreted in accordance with the laws of Singapore.

**15. Contract (Rights of Third Parties) Act**

A person of any entity who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

**16. Assignment**

This Policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

**17. Alterations**

We reserve the right to amend the terms and provisions of this Policy, and such amendment will be applicable from the effective date of such amendment. No alteration to this Policy shall be valid unless approved in writing by an authorized person of the Company and reflected in an endorsement. Intermediary(ies) of the Company have no authority to amend or to waive any of the terms and conditions of this Policy.

**18. Currency Exchange Rates**

Payment of all claims and benefits will be made in Singapore currency. Charges incurred in any other currency shall be payable in Singapore Dollars on the basis of the quoted exchange rate in effect on the date such charges were incurred.

**19. Clerical Error**

A clerical error by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

**20. Subsisting Insurance**

An Insured Person may only be covered under one PACare Plus Policy. Should an

Insured Person try to obtain cover under more than one Policy, cover will only be effective under the Policy with the earliest issue date and the Insured Person shall not be covered under any other Policies issued subsequently, and any premiums paid under such policies shall be refunded without interest.

**21. Payment Before Cover Warranty (Individual)**

- a) Notwithstanding anything herein contained but subject to clauses b and c hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement
- b) In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and Endorsement
- c) In respect of insurance coverage with "Free Look" provision, the Insured may return the original Policy document to the Company or intermediary within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided

that no claim has been made under the insurance

**22. Premium Payment Warranty (Corporate)**

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

**23. Breach of Premium Warranty**

It is condition precedent that this insurance Policy is issued on the basis that the named Insured has never had any insurance (for the risk Insured) canceled due solely or in part to a breach of premium payment warranty in the last twelve (12) months.