

Conditions for Prolonged Medical Leave (PML) Insurance for Self-Employed Person

This is **your** insurance **policy** and it contains details of benefits, conditions and exclusions. This **policy** will form the basis on which **we** will settle all claims. It is only valid if **you** have paid the appropriate premium in full and **we** have given **you** a **schedule**.

Any statement, information or declaration **you** or the **insured member** has given on **your** behalf, including any declaration made over the phone, or by fax, email or the internet at the time of making the application, will form the basis of the contract.

The **schedule** and any further **endorsements** are all part of this **policy**. Please keep this document in case **you** need to refer to it.

Who is eligible

This **policy** is only available to **you** if the **insured member** is:

- a Singaporean or Permanent Resident of Singapore;
- residing in Singapore;
- a **self-employed person**;
- between 21 and 75 years of **age**; and
- not covered under any other Prolonged Medical Leave plan with **us**.

Definitions

Accident/Accidental

Accident or Accidental means a sudden, unexpected physical event, which happens during the **period of insurance** and which must be the only and direct cause of **injury**.

Age

Age means the age on the last birthday of the **insured member** at the time cover for the **insured member** is incepted under this **policy** or upon any renewal.

Benefit(s)

Benefits means the benefits set out in this **policy**.

Commencement date

Commencement date means the date from which the cover under this **policy** begins as set out in the **schedule**.

Day surgery

Day surgery means a surgery which is carried out by a **surgeon** but not on an **inpatient** basis.

Endorsement

Endorsement means any written statement or notice issued by **us** to confirm and record changes to the terms and conditions of this **policy**.

Family member

Family member means the **insured member's** husband or wife, children, parents, siblings, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandparent-in-law, daughters-in-law, sons-in-law or grandchildren.

Hospital

Hospital means an establishment which is registered in Singapore under the relevant laws and regulations to care for and treat sick and injured people as bed-paying patients and which:

- (a) Has organised facilities for diagnosis, treatment and major **surgery**;
- (b) Provides nursing services by registered nurses 24 hours a day;
- (c) Is under the supervision of one or more **registered medical practitioners**; and
- (d) Is not mainly a clinic, a secure place to care for alcoholics or drug addicts, a nursing or rest or community hospital, a palliative care centre, or a home for the elderly or similar establishment.

Inpatient

Inpatient means staying at least 24 hours in a row in a **hospital** as a bed patient on the advice of, and under the regular care and attendance of, a **registered medical practitioner** and for which the **hospital** makes a room and board charge.

Illness

Illness means a physical condition certified by a **registered medical practitioner** as a pathological deviation from the normal healthy state.

Injury

Injury means damage or harm caused to the body by an external force suffered during the **period of insurance** and which is caused only and directly by an **accident**. This does not include all medical conditions, diseases, sickness, bacterial infections or viral infections, even if these conditions resulted from, or are connected with, directly or indirectly, the **accident**.

Insured member

Insured member means the individual (or individuals) named in the **schedule of lives** as the person (or people) insured under **this policy**.

Medically necessary

Medically necessary means that a medical service or supply is necessary and appropriate for the diagnosis or treatment of an **illness** or **injury** of the **insured member** based on generally accepted western medical practice in Singapore. A medical service or supply will not be considered medically necessary if:

- (a) It is provided only as a convenience to the **insured member** or the **registered medical practitioner** attending to the **insured member**;
- (b) It is not appropriate treatment for the **insured member's** diagnosis or symptoms;
- (c) It exceeds (in scope, duration or intensity) the level of care that is necessary to provide safe, adequate and appropriate diagnosis or treatment;
- (d) It is experimental;
- (e) It is for social or domestic reasons or for reasons which are not directly connected with treatment;
- (f) It is a matter of personal choice; or
- (g) It is an elective treatment.

Period of insurance

Period of insurance means the period of cover as shown in the **schedule**.

Policy

Policy means this Prolonged Medical Leave policy **you** have entered into with **us**.

Policyholder

Policyholder means the owner of this **policy** named in the **schedule**.

Pre-existing medical condition

Pre-existing medical condition means any **illness** or **injury** which the **insured member** has had symptoms; has been diagnosed; known or unknown; regardless of whether treatment or medical advice was actually received, prior to the commencement of **insured member's** cover under this **policy**.

Prohibited person

Prohibited person means a person or entity who is, or who is **related** to a person or entity:

- subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict **us** from providing insurance or carrying out any transaction under this policy, or
- who is involved in any terrorist or illegal activities or placed on sanctions listing or issued with freezing order.

Registered medical practitioner

Registered medical practitioner means a doctor qualified in western medicine who is licensed and authorised in the geographical area they are practicing in to provide medical or surgical services. They cannot be the **insured member** or the **insured member's family member** or **insured member's** business associates including any business partner, employers or employees.

Related

Related includes relationships such as parent, step-parent, child, step-child, adopted child, spouse, sibling, step-sibling, adopted sibling, parent-in-law, child-in-law, sibling-in-law, cousin, uncle, aunt, grandparents, niece, nephew, grandchild, employee, employer, associate, parent company, subsidiary and shareholder.

Relevant person

Relevant person includes persons and entities such as the policyholder, **insured member**, trustee, settlor, beneficiary, assignee, nominee, payee, mortgagee, financier of the application/policy, and in relation to an entity, its director, partner, manager, person having executive authority, authorised signatory, shareholder or beneficial owner.

Renewal date

Renewal date means the date on which this **policy** is to be renewed for a further **period of insurance**.

Schedule

Schedule means the document which proves that **you** have the insurance cover, listing among other things, the **policyholder**, **commencement date**, and policy **endorsement**.

Schedule of lives

Schedule of lives means a listing attached to this **policy** stating the names, particulars and coverage of the **insured members** under this **policy**.

Self-Employed Person (SEP)

Self-employed person means any person who operates own trade, business, profession or vocation other than under employment under a contract of service. They are commonly referred to as freelancers or independent contractors or own account workers.

Specialist

Specialist means a **registered medical practitioner** who has the extra qualifications and expertise needed to practice as a recognised specialist of diagnostic techniques, treatment and prevention, in a particular field of medicine including but not limited to neurology, pediatrics or orthopedic. They cannot be the **insured member** or the **insured member's family member** or **insured member's** business associates including any business partner, employers or employees.

Surgeon

Surgeon means a **specialist** who is qualified to perform **surgery** in accordance with the laws of the country in which the practice is granted.

Surgery

Surgery means any invasive surgical intervention in accordance with Ministry of Health's (MOH) surgical code.

We/us/our

We, us or our means Income Insurance Limited.

You/your

You or your means the **policyholder** referred to in the **schedule**.

What your policy covers

This **policy** will protect the **insured member** financially for **illness** or **injury** which happens during the **period of insurance**. The amount **we** will pay to the **insured member** depends on the conditions and maximum benefit limits of **your** policy as set out in the **schedule**.

1. Daily Hospital Income and Hospitalisation Leave Benefit

We will pay the **insured member** the benefit as shown in the **schedule** if:

- (a) **Insured member's** stay in **hospital** is for at least 6 hours;
- (b) the **hospital** charges daily room and board after **insured member's** stay at the **hospital** ; or
- (c) surgery performed on **insured member** at the hospital is a procedure listed in the Ministry of Health (MOH) table of surgical.

This benefit also includes any subsequent hospitalisation leave certification issued by the attending **registered medical practitioner**.

This benefit is payable up to a maximum total of 60 days in each policy year.

2. Daily Cash Benefit

We will pay the **insured member** a daily cash benefit as shown in the **schedule** from the 8th day after 7 days of consecutive medical leave certification issued by a **registered medical practitioner** in Singapore as a result of an **illness** or **injury**.

The medical certification must be in a single medical certificate, given on **insured member's** first visit to a **registered medical practitioner**. Any subsequent medical leave certification given after the first visit shall not be considered for the computation of this benefit.

This benefit is payable up to a maximum total of 14 days in each policy year.

What you need to be aware of

A. Liability

We will not pay any **benefits** under **this policy** if **you** or any **insured member**:

- (a) Fail to fully and truthfully disclose to **us**, all material information known (or which could reasonably be expected to be known) by **you** or any **insured member**, before start of cover for the **insured member** under this **policy**
- (b) Fail to observe and fulfill the terms and conditions of this **policy**; or
- (c) Make any claim that is fraudulent or exaggerated, or make any false declaration or statement in support of a claim.

We shall also have the discretion to terminate this **policy**, to refuse the renewal of this **policy**, to impose terms and conditions as **we** may require and/or to take any action as **we** think necessary.

B. Misstatement

If the date of birth or other relevant facts relating to any **insured member** are found to have been misstated and if such misstatement affects the **benefits** entitlement or any provisions of this **policy**, the true **age** and facts shall be used to determine whether cover would have been in force under the provisions of this **policy** and whether the **benefits** are payable. **We** may also impose terms and conditions as **we** require such as excess premium shall be refunded or any shortfall in the premium shall be paid by **you**.

C. Renewal premium

The premium is not guaranteed and may be reviewed and varied by **us** upon any renewal.

This **policy** may be renewed on the anniversary of the policy **commencement date** or such other dates as may be agreed in writing between **you** and **us**, subject to **our** consent and the payment of the renewal premium.

This product is reviewed based on portfolio underwriting basis. It will be reviewed based on the experience of the entire portfolio of policies for this product, and any changes in premium and/or **benefits** to this product upon renewal or during the **period of insurance** will be applicable to all policies of this portfolio.

D. Change of terms and conditions

We may vary the premiums, **benefits** and/or cover or amend the terms and conditions of this **policy** by giving **you** 30 days' prior written notice at **your** last known address.

E. Right of recovery

We may recover any amount **we** paid for charges that are not covered under this **policy** or exceeded the maximum benefits limit as specified in the **schedule**. **You** and/or the **insured member** shall fully indemnify and reimburse **us** for such amount within 30 days from the date of notice given by **us** requesting for reimbursement.

F. Ownership of policy

We shall treat **you** as the absolute owner of this **policy** and shall not be bound to recognise any equitable or other claim or interest in this **policy**.

G. Free look period (not applicable to group policy)

We will give you 14 days from the time you receive this **policy** to decide whether **you** want to continue with it. If **you** do not want to continue this **policy**, **you** may write to **us** to cancel this policy and get a refund of **your** premium paid. This is provided that no claims have been made before the cancellation. **We** consider that this **policy** has been delivered (and received) seven days after **we** post it.

H. Geographical scope

This **policy** pays benefits incurred in Singapore only.

I. Prohibited persons

If **you** are or any **relevant person** is found to be a **prohibited person**:

- (a) **we** are entitled not to accept the application; and
- (b) if any **policy** or cover of any **insured member** is issued, **we** are entitled to end the **policy** or cover of any **insured member**, not pay any benefit or not allow any transaction to be carried out under the **policy**. **We** will not refund any unutilised premium when the **policy** is ended.

You will need to inform **us** immediately if there is any change in **your** or any **relevant person's** identity, status or identity documents.

Our decision in every respect of the above will be final.

J. Governing law

This **policy** is governed by and interpreted according to the laws of the Republic of Singapore.

K. Exclusion of third party rights

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

L. Difference in opinions

In the event of any differences in opinions between **our registered medical practitioner** and **your registered medical practitioner**, **our registered medical practitioner's** opinion shall prevail.

M. Legal proceedings

No action in law or in equity shall be brought to recover this **policy** prior to the expiration of 60 days after notice of claim has been filed in accordance with the requirements of this **policy**, nor shall such action be brought at all unless brought within two (2) years from the expiration of time within which such notice of claim is required by this **policy**.

N. Upgrade to higher plan

You may upgrade to a higher upgraded plan upon renewal subject to **our** consent and payment of the renewal premium for the upgraded plan.

Notwithstanding our consent to **your** request for upgrade in plan, any benefits that **we** pay under the upgraded plan within 12 months of the effective date of the upgraded plan will be based on the limits, exclusions, terms and conditions of the lower plan or plan before upgrade if the **insured member** suffers from any **illness** or **injury** prior to the effective date of the upgraded plan. After the 12 month period, any benefits that we pay for that **insured member** will then be based on the limits, exclusions, terms and conditions of the upgraded plan.

What is not covered

The following services, expenses, treatment items, procedures, conditions, activities and their related complications are not covered under this **policy**, except as specifically and expressly covered under this **policy**:

- (a) **Inpatient** or **day surgery** carried out, or hospitalisation leave or medical leave certification issued within 30 days from the start of the **insured member's** cover under **this policy** unless arising directly from an **accident**.
- (b) **Pre-existing medical condition**, unless the **insured member** has been insured continuously for 12 months under this **policy**.
- (c) All health screening related examinations including multiphasic health screening, laboratory tests and X-rays, screening mammograms; services (irrespective of whether there is hospital confinement) for the primary purpose of diagnosis, medical check-up, genetic screening; pap smear; cytology test; any treatment of a preventive nature including but not limited to immunisation/vaccinations; plastic or cosmetic surgery.

- (d) Rest cures, hospice care, home or outpatient nursing or palliative care, community hospital, nursing homes, sanatoria or similar establishments; stay in any healthcare establishment for social or non-medical reasons.
- (e) Outpatient rehabilitation services including but not limited to physiotherapy, occupational therapy, speech therapy;—heat therapy; counselling or education; Traditional Chinese Medicine (TCM); hydrotherapy; osteopathic; podiatric; chiropractic; dietician; naturopath; homeopath; foot reflexology; alternative or complementary treatments.
- (f) Developmental delay and/or learning disabilities.
- (g) Eye examination, surgical procedure for correction of eye refraction, procurement or use of contact lenses or eye glasses; surgical procedure for correction of squint or other eye misalignment.
- (h) Any dental treatment.
- (i) Pregnancy or complication arising from pregnancy; childbirth, conditions and its complication arising during or after childbirth; prenatal or postnatal care, post-delivery confinement; abortion or termination of pregnancy or any form of related stay in **hospital** or treatment.
- (j) Infertility, sub-fertility, assisted conception, erectile dysfunction, impotence or any contraceptive treatment; ligation; medical services or supplies provided or surgical procedures required or recommended subsequent to consultations at fertility clinics, In-Vitro Fertilisation clinics, reproductive assistance clinics or centres, clinics or centres for reproductive medicine.
- (k) Circumcision unless **medically necessary**.
- (l) Birth defects; congenital **illness** or abnormalities.
- (m) Admission for sleep test for diagnostic purposes unless it is followed by **surgery**; any **surgery** or treatment for obesity, weight reduction or weight improvement including but not limited to bariatric surgery, gastric balloon, gastric banding, gastrectomy, gastric bypass regardless of whether it is caused (directly or indirectly) by a medical condition or whether treatment is **medically necessary**.
- (n) Venereal Diseases, Acquired Immunodeficiency Syndrome (AIDS), AIDS-related complex or infection by Human Immunodeficiency Virus (HIV).
- (o) Intentional, self-inflicted injuries or attempted suicide whether the **insured member** is sane or insane; psychological disorders, personality disorders, behavioural disorders, emotional or mental conditions and any **illness or injury** resulting from such disorders or mental conditions; drug addiction or alcoholism and any **illness or injury** resulting from or under the influence of alcohol or drugs.
- (p) Use of medical drugs or any treatment not licensed by an official governmental control agency of the country in which drug is given, or drugs used in any circumstances other than in accordance with their licensed indications.
- (q) Injuries arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power; full-time service in any of the armed forces including National Service under the Enlistment Act, Chapter 93 except National Service reservist duty or training.

Our responsibilities to you

A. Claims conditions

You or the **insured member** shall notify **us** within 30 days from start of your medical leave certification or **hospital** latest discharge date, whichever is applicable, otherwise **we** will not be liable to pay any benefit under this **policy**.

- (a) Any information required by **us** for assessing the claim shall be furnished promptly by **you** or the **insured member**, at **your** expense.
- (b) Any **benefits** payable under this **policy** shall only be paid to the **insured member**. The **insured member's** receipt of any **benefit** payable under this **policy** shall in all cases be deemed final and complete discharge of all **our** liability.

Your responsibilities

A. Cancellation of policy

We or **you** may cancel this **policy** by giving the other party 30 days' prior written notice. Once the notice period has expired, all cover, including benefits, under this **policy** shall terminate.

If this **policy** is cancelled by **us**, there shall be a pro-rated refund of premiums to **you** for any unexpired part of the **period of insurance**. If the policy is cancelled by **you**, there will be no refund for this **policy** for any unexpired part of the **period of insurance**.

We may also cancel the cover on **insured member** if **you** or the **insured member** fail to comply with the terms and conditions of this **policy**, and **we** will not refund any premiums for the unexpired part of the **period of insurance**.

B. Payment before cover warranty

We must receive the premium due on or before, where applicable:

- (a) the **commencement date** of this **policy**;
- (b) the commencement of cover for the **insured member**;
- (c) the **commencement date** of the next policy year, if **this policy** is renewed.

C. Termination of cover

The cover for an **insured member** under this **policy** shall terminate and all **benefits** shall cease for that **insured member** if any of the following occurs:

- (a) The date on which this **policy** is terminated, by expiry or otherwise;
- (b) At the end of the policy year during which the **insured member** reaches the maximum **age** of coverage as stated in the **policy schedule**; or
- (c) When the **insured member** ceases to be eligible as an **insured member**.

D. 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 this 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 Income or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

E. Dealing with disputes

Any dispute or matter arising under, out of or in connection with this **policy** shall be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC) to be dealt with.

But if the dispute cannot be referred to or dealt with by FIDReC, then it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The Tribunal shall consist of one (1) arbitrator. Either party may propose to the other the name or names of one or more persons to be an arbitrator, and if no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the Singapore International Arbitration Centre. **We** will not be legally responsible under this **policy** unless **you** have first received an award under arbitration.