

Tenet Insurance Company Ltd

(A wholly owned company of Hwa Hong Corporation Limited)
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PERSONAL ACCIDENT POLICY

The Schedule conditions exclusions endorsements and memoranda shall be read together as one contract and any word of expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

In consideration of the Policyholder and Insured Person(s) named in the Schedule hereto and following the Profession or Occupation stated herein and that the Policyholder shall pay to **Tenet Insurance Company Ltd** (hereinafter called "the Company") the premium mentioned in the said Schedule, the Company agrees (subject to the terms, exceptions and conditions contained herein or endorsed hereon, hereinafter collectively referred to as the Terms of this Policy) to compensate the Policyholder or Insured Person(s) in respect of the benefits enumerated in the Schedule occurring during the Period of Insurance. The Company will pay to the Policyholder and/or Insured Person or his legal personal representatives the amount appropriate to the Benefits stated in the Policy.

COVER

The Company agrees that if during the Period of Insurance the Insured Person shall sustain Bodily Injury within the Situation of Risks stated in the Schedule caused by accidental means resulting directly and independently of any other cause within 18 months either in Death or Disablement, or incurring of Medical Expenses, the Company will pay to the Policyholder or Insured Person(s) or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the Percentage for each form of Permanent Disablement set out in the Table of Benefit.

GENERAL DEFINITIONS

ACCIDENT or ACCIDENTAL means an event which is sudden, unforeseen or unexpected.

ACCIDENTAL DEATH / PERMANENT DISABLEMENT

If the Insured Person shall sustain Bodily Injury within the Situation of Risks stated in the Schedule caused by accidental means resulting directly and independently of any other cause within eighteen (18) months either in Death or Disablement, the Company will pay to the Insured or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the percentage for each form of Permanent Disablement set out in the Table of Benefit.

AGE means age next birthday.

BODILY INJURY means injury resulting solely and directly from accidental means and does not include any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

CAPITAL SUM INSURED means the sum insured for Benefit A – Accidental Death.

CHINESE PHYSICIAN including herbalist, acupuncturist and bonesetter means a person qualified by a medical degree and duly licensed or registered to practice Chinese medicine in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a Chinese Physician who is the Insured Person or the spouse, relative or employee of the Insured Person.

HOSPITAL means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:-

- (a) has facilities for diagnosis and major surgery,
- (b) provides 24 hours a day nursing services by registered graduate nurses,
- (c) is under the supervision of a physician, and is not primarily a nature cure clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

ILLNESS OR SICKNESS means any sudden and unexpected pathological deviation from the normal healthy state, marked by interruption, cessation or disorder of body functions, systems or organs as confirmed such by a Registered Medical Practitioner.

INSURED PERSON(S) means the respective person(s) named in the Schedule as Insured Person(s) who are insured under this Policy.

IMPORTANT NOTICE

1. **STATEMENT Pursuant to Section 25(5) of the Insurance Act** - We would remind you that you must disclose to us fully and faithfully the facts you know or ought to know otherwise you may not receive any benefits from your Policy.
2. **Please note that our Policy is subject to the Premium Warranty Clause which requires the insured to pay the premium in full within 60 days of commencement of Policy.**

LOSS OF SIGHT means physical loss of an eye, or permanent and total loss of sight, which shall be considered as having occurred in one or both eyes. If the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (this means seeing at 3 metres what you should see at 60 metres) as confirmed by a fully qualified Ophthalmic Specialist.

LOSS OF SPEECH OR HEARING means medically certified total and irrecoverable loss of the sense of speech and hearing.

LOSS OF USE means loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured Person.

MEDICAL CONDITION means any type of Illness, Sickness, Disease, Disability, Physical Deformity and/or Bodily Injury resulting from an Accident sustained by the Insured Person.

MEDICAL EXPENSES means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Registered Medical Practitioner and all hospital, nursing home and land ambulance charges incurred within 18 months from the date of the accident as a direct result of Bodily Injury sustained from the accident.

OCCUPATION means the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit which the Insured Person is fitted to do by knowledge and/or training.

PERMANENT TOTAL DISABLEMENT means a state of incapacity resulting from the Insured Person suffering Bodily Injury which results in his permanent total disablement from gainful employment of any and every kind where such disability is medically certified within eighteen (18) months from the date of the accidental Bodily Injury.

POLICYHOLDER means the person(s) or entity named in the Schedule under whose name the Policy has been issued and who acts on behalf of the Insured Persons in making the Declarations which forms the basis of this Contract.

PRE-EXISTING CONDITIONS means an Injury, Illness or Illnesses which existed or have developed symptoms or there exists manifestation of illnesses before the Effective Date of cover in respect of an Insured Person of which the Insured Person was aware or should reasonably have been aware, based on normal medically accepted pathological development of the Illness or Illnesses.

REGISTERED MEDICAL PRACTITIONER means a person qualified by degree in Western Medicine and duly licensed or registered to practice medicine and surgery in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a Medical Practitioner who is the Insured Person or the spouse, relative or employee of the Insured Person.

SPECIALIST means a registered medical practitioner whose practice, by virtue of advanced training and specific examination, is limited to a particular branch of medicine or surgery.

TEMPORARY TOTAL DISABLEMENT means a state of incapacity resulting from the Insured Person suffering Bodily Injury which temporarily totally prevents the Insured Person from engaging in his/her Occupation.

TEMPORARY PARTIAL DISABLEMENT means a state of incapacity resulting from the Insured Person suffering Bodily Injury which temporarily prevents that Insured Person from engaging in a substantial part of his/her Occupation.

GENERAL EXCEPTIONS

The Company will not pay any Benefit if the Insured Person sustains Bodily Injury :

1. whilst engaging in aerial activities or air travel except as a fare paying passenger in any properly licensed aircraft being operated by a Licensed airline in accordance with published schedules of flights or timetables or in a properly licensed multi-engined aircraft being operated by any other licensed commercial air carrier;
2. whilst engaging in or practising for or taking part in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, underwater activities involving the use of underwater breathing apparatus, bungee jumping, sky diving, hang-gliding, paragliding, parachuting or any activities in aerial balloon whilst airborne, motor rallies or any kind of racing other than on foot or any sports in a professional capacity unless otherwise agreed in writing by the Company;
3. as the result of intentional self-injury, suicide or attempted suicide (whether felonious or not) while sane or insane, provoked assault, intoxication, drugs, insanity, venereal disease or AIDS childbirth or pregnancy (excluding miscarriage caused by accidental falling with external injury or by traffic accident) or abortion or any complication following therefrom;
4. as the result of, or is contributed to by, the Insured Person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction;

5. as the result of, or is contributed by, any medical condition, pre-existing conditions, physical defect or infirmity;
6. as the result of, or is contributed to by, any consequence of war, invasion, act of foreign enemy, hostilities, warlike operations (whether war to be declared or not), civil war, rebellion, revolution, insurrection, mutiny rising, military or usurped power, confiscation, detention, nationalisation, requisition, martial law or state of siege;
7. as the result of, or is contributed by, any consequence of :
 - a. Nuclear weapons material
 - b. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this General Exception combustion shall include any self-sustaining process of nuclear fission;
8. whilst engaging in military, naval or air force service, police, civil defence service other than Reservist Training during peacetime;
9. whilst engaging in the following occupations unless otherwise agreed by the Company and specified in the Schedule:
 - i. Pilots, aircrew or any occupation involving aviation activities;
 - ii. Full-time military personnel;
 - iii. Police force personnel;
 - iv. Fire fighters
 - v. Construction / unskilled workers;
 - vi. Ship crew or workers on board vessels, oil and gas rig workers, offshore workers, stevedores, shipbreakers;
 - vii. Welders;
 - viii. Professional sports teams;
 - ix. Occupation involving height (exceeding 30 feet above ground or floor level) and/or works underground and/or travel beyond normal speed on land and/or handling of hazardous chemical / electricity;
 - x. Woodworking related; and
 - xi. Professional divers and jockeys;
10. as the result of, or is contributed to by or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
11. requiring surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy;
12. requiring Cosmetic (aesthetic), Plastic or Reconstructive Surgery/Treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, except as necessitated due to an event covered by the Policy.
13. whilst engaging in illegal acts by the Insured Person or an Insured Person's beneficiary.

EXTENSIONS

Accidental Miscarriage

It is hereby agreed that the term "Accident" under Medical Expense Benefits shall deem to include miscarriage caused by accidental falling with external injury or by traffic accident.

Chinese Physicians

Benefit D (if insured) of the Policy extends to include treatment by herbalist acupuncturist and bonesetter on injuries other than fractures up to a limit of S\$500 any one accident and in the aggregate any one Period of Insurance.

Disappearance

If the body of the Insured Person has not been found within one year after the date of the disappearance following sinking or wrecking or destruction of that aircraft or conveyance in which he was travelling at the time of the injury and under such circumstances as would otherwise be covered hereunder the disappearance of the Insured Person shall be considered as constituting a claim but only under Benefit A of this Policy.

This payment is made subject to the requirement that the Insured's Person's legal personal representatives must provide a signed undertaking to the Company to guarantee that if it is subsequently found that the Insured Person is living, they undertake to and shall on demand, return to the Company any sums the Company have paid under this Policy.

Exposure

If following an accident the Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Table of Benefits, such injury shall be considered as constituting a claim but only under Benefit A or B of this Policy.

Food Poisoning

If the Insured Person suffers from food poisoning, the Company will pay to the Insured Person or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the section limits or percentages set out in the Table of Benefit. Such incident shall constitute a valid claim provided it does not result from Insured Person's willful and intentional act.

Full-Time National Service

If the Insured Person is required to serve Full-time National Service 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 he has officially signed off from army camp. It excludes any activities relating to or in connection with or arising from full-time National Service.

Insect / Animal Bites

In the event that the Insured Person suffers Accidental Bodily Injury caused by an insect or animal, such injury shall be considered as constituting a valid claim under this policy provided that such event does not arise as a result of an Insured Person's willful and intentional act.

Repatriation Expenses

If the Insured Person sustains Accidental Bodily Injury whilst temporarily away from Singapore and necessarily has to return on the advice of a registered Medical Practitioner, the Policy extends to cover such expenses necessarily incurred in transporting the Insured Person back to Singapore up to a limit of S\$2,000 per Insured Person any one accident or Period of Insurance.

Reservist Training

This Policy covers the Insured Person for Death or Disablement sustained as a result of Accidental Bodily Injury whilst on part-time National Service as a NSman / Reservist in the Navy, Army, Air Force, Civil Defence or Police Force, provided that the Company shall not be liable to pay benefit for any Bodily Injury occurring whilst the Insured Person is taking part in or is present at any military, naval or air force operation during actual warfare or any insurrection or any expedition or operation of a war-like character either as combatant or non-combatant.

Riot, Strike, Civil commotion, Hijack, Murder and Assault

If the Insured Person suffers Death or Disablement sustained as a result of Accidental Bodily Injury caused by Riot, Strike, Civil Commotion, Hijack, Murder and Assault, the Company will pay to the Insured Person or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the percentage for each form of Permanent Disablement set out in the Table of Benefit, provided that such Bodily Injury does not arise out of or in connection with the Insured's participation, collaboration or provocation of such act.

For the purpose of this Extension, Hijack shall mean any seizure, or exercise of control by force or violence or by threat of force or violence and with wrongful intent, of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

Suffocation by Smoke, Poisonous Fumes, Gas & Drowning

In the event that the Insured Person suffers Death or Disablement sustained as a result of Accidental Bodily Injury caused by suffocation by smoke, poisonous fumes, gas or drowning, the Company will pay to the Insured Person or his legal personal representatives the amount appropriate to the Benefits shown in the Schedule subject to the percentage for each form of Permanent Disablement set out in the Table of Benefit, provided that such event does not arise as a result of an Insured Person's willful and intentional act.

BENEFITS

Benefit A – Accidental Death

Benefit B – Permanent Disablement (as per Table of Benefit below)

TABLE OF BENEFIT		
DESCRIPTION OF PERMANENT DISABLEMENT	PERCENTAGES OF THE SUM SPECIFIED AS STATED IN BENEFIT B OF THE SCHEDULE	
	Scale I	Scale II
1. Total and Permanent disablement from engaging in or attending to employment or occupation of any and every kind.	100%	100%
2. Total and Permanent Loss of all sight in one or both eyes	100%	100%
3. Total loss by physical severance or total and permanent loss of use of		
(a) one or both hands at wrist	}	
(b) arm at shoulder	}	
(c) arm between shoulder and elbow	}	
(d) arm at or below elbow	}	
(e) leg at hip	}	
(f) leg between knee and hip	}	
(g) leg at or below knee	}	
4. Total and Permanent Loss of		
(a) sight in one eye except perception of light	nil	50%
(b) lens of one eye	nil	50%
5. Total loss by physical severance or total and permanent loss of use of		
(a) thumb and 4 fingers of one hand	nil	50%
(b) 4 fingers of one hand	nil	40%
(c) thumb	nil	25%
- 2 phalanges	nil	10%
(d) index finger	nil	15%
- 3 phalanges	nil	10%
- 2 phalanges	nil	5%
- 1 phalanx	nil	10%
(e) middle finger	nil	7%
- 3 phalanges	nil	3%
- 2 phalanges	nil	10%
- 1 phalanx	nil	7%
(f) ring finger	nil	3%
- 3 phalanges	nil	10%
- 2 phalanges	nil	7%
- 1 phalanx	nil	3%
(g) little finger	nil	10%
- 3 phalanges	nil	7%
- 2 phalanges	nil	3%
- 1 phalanx	nil	3%
(h) all toes of one foot	nil	18%
(i) great toe	nil	6%
- 2 phalanges	nil	3%
- 1 phalanx	nil	3%
(j) any other toe	nil	3%
6. Total and Permanent Loss of		
(a) hearing in both ear	nil	75%
(b) hearing in one ear	nil	20%
7. Total and Permanent Loss of speech	nil	50%
8. Third Degree Burns		
(a) Head - Damage as a Percentage of Total Body Surface Area		
(i) equals to or greater than 2% but less than 5%	nil	50%
(ii) equals to or greater than 5% but less than 8%	nil	75%
(iii) equals to or greater than 8%	nil	100%
(b) Body - Damage as a Percentage of Total Body Surface Area equals to or greater than 10% but less than 15%	nil	50%
The aggregate of all percentages payable under Benefit B in respect of any one accident shall not exceed 100%.		

Benefit C1 – Temporary Total Disablement from usual Occupation up to 104 weeks.

Benefit C2 – Temporary Partial Disablement from usual Occupation up to 104 weeks.

Benefit D – Medical Expenses necessarily incurred in the treatment of the Insured Person as a result of accidental Bodily Injury.

PROVISIONS

- a) Persons eligible for cover under this Policy, unless otherwise agreed by the Company and specified in the Schedule, are :
 - (i) A person whose age is between 16 years and 70 years and must be a Singapore Citizen, Singapore Permanent Resident or expatriates or foreigners who are holding a valid Employment Pass and who are domiciled in Singapore ;
 - (ii) The Policyholder's Employees under the payroll of a Singapore-based office who are domiciled in Singapore;
- b) The aggregate of all benefits payable in respect of Benefit A, B and C in any one Period of Insurance shall not exceed 125% of the Capital Sum Insured.
- c) The Benefit for Permanent Disablement shall be a percentage equivalent to the degree of disability. The scale in the Table of Benefit under Benefit B states the percentage appropriate to the forms of Permanent Disablement specified. For forms of Permanent Disablement not specified, the degree of disability will be assessed by comparison with the percentage shown in the scale without taking into account the Insured Person's Occupation.

Where the injury is not specified the Company will adopt a percentage of disablement under Scale II which in its opinion is not inconsistent with the provisions of Scale II. This is not applicable where Benefit B is insured on Scale I.
- d) Any claim payable under Benefit A shall be reduced by a sum equal to any claim payable under Benefit B in respect of the same Accidental Injury.
- e) If an accident happens which gives rise to a claim under Benefit A or any claim which in aggregate is 50% or more under Benefit B, this insurance will not cover any further accidents to that Insured Person.
- f) Before the Company will pay Benefit B, Permanent Total Disablement from all gainful employment of any and every kind shall have lasted for 12 months and have been proved to our satisfaction to be permanent and without expectation of recovery. However, if it can be proved to the reasonable satisfaction of the company that total disablement from all gainful employment is permanent, then the Company may at their discretion pay Benefit B (1) before the expiry of 12 months.
- g) Loss of Sight or Limb or Hearing or Speech must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay Benefits B (2), (3), (4), (5), (6) and (7).
- h) If Benefit B is payable in respect of the same Insured Person for more than one form of Permanent Disablement as a result of the same accident, the total of the percentages payable shall not exceed 100% of Benefit B.
- i) If Benefit is payable for loss of use of a whole member of the body, the Benefit for parts of the member cannot also be claimed.
- j) Temporary Disablement Benefits C1 and C2 are payable for up to a maximum of 104 weeks.
- k) Compensation under Benefit D shall not exceed the limit specified in the Schedule in respect of any one accident.

GENERAL CONDITIONS

1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.

2. Conditions Precedent to Liability

The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy by the Policyholder and/or Insured Person insofar as they relate to anything to be done or complied with by them and the truth of the statements and answers in the Proposal and/or Declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. Claims Notification

As soon as possible after the Policyholder and/or Insured Person is aware that an accident has happened, which may give rise to a claim, the Policyholder and/or Insured Person must notify the Company in writing within 14 days after the happening of the accident.

4. Evidence Required

The Policyholder and/or Insured Person must produce for the Company, at the Insured's own expense, any medical certificates and other evidence which the Company may require in support of the claim. If the Company considers it necessary, the Insured Person must also agree to have a medical examination, for which the Company will pay, as often as the Company may require, in connection with any claim. In the event of death of the Insured Person, the Company shall be entitled to have a post-mortem at its own expense.

5. Assignment

This Policy is not assignable and payment of any Benefit under this Policy shall only be made to the Policyholder &/or Insured Person or, in the event of his death, his legal personal representatives on production of the Letter of Administration and whose receipt shall be a discharge to the Company.

6. Interest

Interest will not be added to any amount paid.

7. Forfeiture

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder and/or Insured Person(s) or anyone acting on his behalf to obtain any benefit under this Policy or if the Bodily Injury be occasioned by the wilful act or with the connivance of the Policyholder and/or Insured Person all benefit under this Policy shall be forfeited.

8. Notice of Material Changes

- a) The Policyholder shall give reasonable notice to the Company of any change in the Insured Person's country of residence or business or occupation or habits or pursuits which is likely to result in a material increase in hazard to the Company and shall pay any additional premium that may be required by the Company for the continuance of coverage as indicated in writing by an authorized official of the Company.
- b) The Company shall notify the Policyholder in writing of any alterations or amendments to the cover or general procedures as are deemed necessary but any accidental omission or failure to send details shall not invalidate the alteration.
- c) If the Policyholder fails to give notice of the changes noted above to the Company, and there is a claim for any eligible expenses incurred on or after the Renewal Date following the change in country of residence or business or occupation or habits or pursuits, the Company may reject such claim or, at its discretion, adjust the benefits payable in respect of the eligible expenses incurred.

9. Age Limit

This Policy shall not cover persons under the age of sixteen (16) years or over the age of seventy (70) years unless otherwise agreed and specified in the Schedule.

10. Termination of Insurance

The Company's liability will cease to attach under this policy on the earliest of the following events, unless prior agreement have been received and endorsed by the Company to extend cover under the Policy :-

- (a) The Insured Person's attainment of the age limit specified in the Policy.
- (b) The Insured Person ceases to be a citizen or permanent resident of Singapore or no longer has a valid Employment Pass.
- (c) Insurance for any Insured Person will cease automatically if he/she has been physically absent from Singapore for more than 180 consecutive days during the policy year, unless prior agreement have been received and endorsed by the Company to extend the policy to include such absence from Singapore and payment of the additional premium chargeable. In such event, the Insured Person's cover will be terminated at 24:00 standard Singapore time on the 180th day after the Insured Member's departure from Singapore.
- (d) The death of the Insured Person and where the Insured Person is the Policyholder, cover for all other Insured Persons will also terminate at the Renewal Date following the date of the death.
- (e) Insured Person's violation of law resulting in imprisonment.
- (f) Change in the Insured Person's employment, occupation or business where such employment, occupation or business is excluded in this policy.

11. Cancellation

This insurance may be terminated at any time at the request of the Policyholder, in which case the Company will retain the customary short period rate for the time the Policy has been in force.

This insurance may also be terminated at the option of the Company by sending seven (7) days' notice by registered letter to the Policyholder at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

Subject to a minimum charge of S\$50 provided no claim has arisen during the then current Period of Insurance.

12. Other Insurances (Applicable to Benefit D only)

If at the time of any claim the Insured Person holds any other medical or personal accident insurance policy which makes provision for payment of medical expenses which is the subject of a claim hereunder, details of such other policy or policies shall be advised to the Company and the Company shall not be liable to contribute more than the rateable proportion of such expenses.

13. Arbitration

Any dispute or question between the Company and the Policyholder as to the amount payable by the company upon the happening of any event shall be referred for Arbitration to a sole Arbitrator by the concurrence of the parties, and in the event of non-concurrence, each party shall respectively appoint an Arbitrator and Arbitrators shall be at liberty to appoint an Umpire, provided always that the terms of reference shall be entered into in writing, and the making of an award pursuant to the arbitration shall be condition precedent to any right of action against the Company under this Policy.

14. Renewal Procedure

Before renewing this Policy the Policyholder shall give written notice to the Company of any material fact affecting this insurance which has come to the Policyholder's knowledge during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting an Insured Person. Where renewal instruction is silent, it shall mean that there has been no change to the underwriting facts declared prior to the renewal. If any undeclared change in underwriting facts is discovered subsequent to the renewal, the Policy shall be void.

15. Misrepresentation

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the Policyholder and/or Insured Person material to or in connection with:-

- (a) The health of the Insured Person, and in particular:-
 - (i) whether the Insured Person is suffering from a disease, illness, disability or handicap; or
 - (ii) whether the Insured Person is aware of circumstances suggesting that he may be suffering from a disease, illness, disability or handicap;
- (b) the Insured's previous risk experience and claim history;
- (c) the Insured's insurance record, including previous insurance refusals

The Policyholder and/or Insured Person shall forthwith, or within such time as the Company may in writing allow, deliver in writing a statement containing as particulars all such information thereof as may be required. No statement by the Policyholder and/or Insured Person under this Policy shall be acceptable to and binding on the Company unless the terms of this condition have been fully complied with.

16. Death Claim

In the event of death, the benefit will be paid to the Insured Person's estate.

SPECIAL ENDORSEMENTS

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

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

PREMIUM WARRANTY

1. Notwithstanding anything herein contained to the contrary, and subject only and without prejudice to Clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the Company, the registered Broker or registered Agent through whom this Policy was effected :
 - a) when the period of insurance is 60 days or more, within SIXTY (60) days from the:
 - i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note ; or
 - ii) EFFECTIVE date of the coverage stated on each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover note when the effective date of coverage stated on the Endorsement is on or after the issuance date of the Endorsement; or
 - iii) ISSUANCE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note where the effective date of coverage under the Endorsement is before the issuance date; OR
 - b) when the period of insurance is LESS than SIXTY (60) days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.
2. In the event any of the abovementioned premium is not paid in full to the Company, registered Broker or registered Agent as described above in the manner and within the time stipulated above (the "premium warranty period"), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the Company shall be charged from all liability therefrom but without prejudice to any liability incurred before that the date and the Company will be entitled to pro-rata time on risk premium subject to a minimum of S\$50.