

Tenet Insurance Company Ltd

(A member of Sompo Japan Group)

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MEDIWELL PLUS – FOR GROUP MEDICAL INSURANCE 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 this insurance is subject to the premium being paid and received in full by the Company (a) before the inception date where the Policy is issued to an Individual; or (b) within the period specified in the Premium Payment Warranty applied to the Policy in all other instances, failing which there will be no liability under this cover.

The Policyholder has applied to **TENET INSURANCE COMPANY LTD** (hereinafter called “the Company”), by a signed application and/or declaration and/or other information supplied, for the insurance contained in this Policy and has paid or agreed to pay the premium as consideration for such insurance.

If at any time during the Period of Insurance, the Insured Member incurs any hospital and/or surgical expenses and/or other expenses as described in the Policy Schedule as a result of injury, sickness or disease, **TENET INSURANCE COMPANY LTD** agrees to pay to the Policyholder the benefits as specified in the Policy Schedule, subject to the exclusions and conditions, clauses, definitions, endorsements contained or endorsed in this Policy.

The application and/or declaration and/or other information supplied by the Policyholder shall form the basis of this contract and is deemed to be incorporated in this Policy.

DEFINITIONS

Wherever the following words are used in this Policy or on the Schedule they shall have the meanings given below:

1. **ACCIDENT OR ACCIDENTAL**
An event that is sudden, unforeseen or unexpected.
2. **AGE**
Refers to age next birthday.
3. **ANAESTHETIST**
A Registered Medical Practitioner qualified by degree in Western Medicine and legally licensed or duly qualified to perform anaesthetics authorised in the geographical area of his/her practice.
4. **ANNUAL OVERALL LIMIT**
The maximum aggregate amount of benefits payable under this policy in respect of any one Insured Member per policy year in accordance with the Plan the Insured Member is covered under as specified in the Schedule of Benefits.
5. **CO-INSURANCE**
The share of the covered expenses incurred during the Period of Insurance in excess of the Deductible which is borne by the Policyholder.
6. **DAY SURGERY**
An event whereby a patient requires the use of a recovery facility for a surgery performed on a pre-planned basis (but not for an overnight stay) in a Hospital or a clinic duly qualified to perform such a surgery.
7. **DEDUCTIBLE**
The monetary amount of covered expenses that must be incurred and paid by the Policyholder during the Period of Insurance before benefits are payable by the Company.
8. **DEPENDANT**
The Insured Employee’s legal spouse aged sixty (60) and below at enrolment and up to seventy (70) years on renewal, unless legally separated from the Insured Employee, and all the Insured Employee’s unmarried and unemployed natural children, legal step-children and legally adopted children who are aged fourteen (14) days old (provided the children are discharged from the hospital in a healthy condition) and below twenty-one (21) years. For those in full-time tertiary institutions, the age limit will be extended to their twenty-fifth (25th) birthday.
9. **DISABILITY**
An illness or the entire injuries arising out of a single or continuous series of accidents.
10. **EMPLOYEE**
An Insured Member who is employed on a full time basis with the employer or on contract employment. It does not mean a person in casual or temporary employment. Definition may include a sole proprietor or partner or director of the employer.
11. **EFFECTIVE DATE**
The policy commencement date or date of Insured Member’s first enrolment into the policy whichever is the later.

12. HOSPITAL

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 twenty-four (24) hours a day nursing services by registered graduate nurses,
- (c) is under the supervision of a physician, and
- (d) 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.

13. HOSPITALISATION

An in-patient confinement in a hospital for a period of not less than six (6) hours and for which the Hospital made a room and board charge.

14. INJURY

Physical bodily damage caused solely by an Accident.

15. ILLNESS OR SICKNESS

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 Medical Practitioner.

16. INSURED MEMBER

An individual whose application has been accepted by the Company and is covered by this insurance Policy.

17. MEDICAL CONDITION

Any type of Illness, Sickness, Disease, Disability, Physical Deformity and/or Bodily Injury resulting from an Accident sustained by the Insured Member.

18. PER DISABILITY

All claims arising from the same cause, including any and all complications therefrom, except that if the Insured Member completely recovers for a period of thirty (30) clear days continuously following the latest discharge from hospital, any subsequent hospitalisation shall be considered a new illness or injury.

19. PHYSICIAN'S VISIT

A physician's visits to the hospital bedside of an Insured Member for treatment of a non-surgical disability.

20. PRE-EXISTING CONDITIONS

An injury, an 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 Member of which the Insured Member was aware or should reasonably have been aware, based on normal medically accepted pathological development of the illness or illnesses.

21. POLICYHOLDER

The employer of the Insured Member, in the case of a non-employee group accepted by the Company, the Sponsoring Organisation through which the Insurance is offered, effected or administered and to whom the Policy is issued.

22. REASONABLE AND CUSTOMARY

Charges and fees for medical care and treatment which are considered reasonable and customary to the extent that it does not exceed the general level of charges or fees being made by others of similar medical standing and of similar disability in the locality where the charge is incurred when furnishing like or comparable treatment, services or supplies to individual of the same sex of comparable age for a similar sickness, disease or injury at National University Hospital, Singapore, and are:

- (a) consistent with the diagnosis and treatment of the covered disability
- (b) not perform for the convenience of the Insured Member or the medical personnel
- (c) performed under the least costly setting required of the disability
- (d) and for which the charges are fair and reasonable for the disability

23. REGISTERED MEDICAL PRACTITIONER OR PHYSICIAN

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 Member or the spouse, relative or employee of the Insured Member.

24. RENEWAL DATE

The date immediately following the last day of any Period of Insurance.

25. SURGEON

A person qualified by degree in Western Medicine and duly licensed or registered to perform surgery.

26. SURGICAL OPERATION OR SURGERY

Laser surgery or the act involving actual cutting of tissue or involving the resetting of fractures and/or dislocations.

DESCRIPTION OF BENEFITS

The limits of cover shown in the Policy Schedule apply for each disability unless otherwise indicated in the Policy.

All the covers in the following Sections are included only if specified in the Policy Schedule.

SECTION (A) - IN-PATIENT BENEFITS

1. HOSPITAL ROOM & BOARD

Hospital charges for accommodation, general nursing services and meals for each day of confinement as an in-patient in a Hospital. This benefit shall be payable up to the ward category in accordance with the Plan the Insured Member is covered under as specified in the Schedule of Benefits. In this regard, "1-bedded" shall be defined as a standard class single-bedded air-conditioned room and "2-bedded" as a standard class two-bedded air-conditioned room.

2. INTENSIVE CARE

The daily room and board charges incurred for confinement as an in-patient in the intensive care unit of a hospital.

3. SURGICAL FEES

The actual fees charged by a Surgeon(s), an Anaesthetist and for the use of an operating theatre that are incurred for a Surgery performed in a Hospital or a Day Surgery performed in a Hospital or a clinic by a duly qualified Surgeon.

4. HOSPITAL MISCELLANEOUS SERVICES

The actual Hospital charges for any of the following items incurred whilst confined in the Hospital:-

- Drugs and Medicines consumed on premises;
- Dressings, Ordinary Splints and Plaster Casts;
- Laboratory Examinations:
- Electrocardiograms;
- Basal Metabolism Tests;
- Physical Therapy;
- X-ray therapy, radium therapy, radium and isotopes;
- X-ray Examinations;
- Intravenous Infusions;
- Administration and the cost of Blood or Blood Plasma;
- Physician's Visits with a maximum of one visit per day
- Medical Report fees upto a limit of S\$100.00

5. PRE-HOSPITALISATION TREATMENT

Actual charges incurred for all diagnostic procedures ordered by a Medical Practitioner within thirty (30) days preceding hospital admission as a registered in-patient for the treatment of the specific Medical Condition diagnosed, and provided that such Medical Condition is covered by the Policy. The same benefit is payable in relation to Day Surgery up to a maximum benefit limit of S\$300.00.

6. POST-HOSPITALISATION TREATMENT

Actual charges incurred for all medical treatment provided by the Medical Practitioner within ninety (90) days immediately following discharge from Hospital for the same Medical Condition for which the Insured Member was hospitalised. The same benefit is payable in relation to Day Surgery up to a maximum benefit limit of S\$300.00.

SECTION (B) - OUT-PATIENT BENEFITS FOR KIDNEY DIALYSIS/CANCER TREATMENT

1. OUT-PATIENT KIDNEY DIALYSIS

The actual medical expenses incurred by an Insured Member covered for Kidney Dialysis performed at a legally registered dialysis centre or unit. The total amount paid within each policy year under this benefit shall not exceed the maximum annual limit specified in the Schedule of Benefits.

2. OUT-PATIENT CANCER TREATMENT

The actual medical expenses incurred by an Insured Member covered for treatment of Cancer provided by the outpatient department of a Hospital or a registered cancer treatment centre including examinations and test ordered by a Registered Medical Practitioner. The total amount paid within each policy year under this benefit shall not exceed the maximum annual limit specified in the Schedule of Benefits.

SECTION (C) - OTHER OUT-PATIENT BENEFITS

1. EMERGENCY ACCIDENTAL OUT-PATIENT TREATMENT

If as a result of an Accident, emergency outpatient medical treatment in a clinic or Hospital is required and sought, the Company shall pay the charges actually incurred for the medical treatment provided. This benefit is payable provided the medical attention is sought within twenty-four (24) hours of the occurrence of the Accident. All follow-up treatment costs will be reimbursed up to thirty-one (31) days from the date of Accident.

2. EMERGENCY ACCIDENTAL DENTAL TREATMENT

If medical treatment is sought as a result of an Accidental injury occurring to sound natural teeth, the Company shall pay the charges actually incurred for the treatment provided. This benefit is payable provided the medical attention is sought within twenty-four (24) hours of occurrence of the Accident. All follow-up treatment costs will be reimbursed up to thirty-one (31) days from the date of the Accident.

SECTION (D) - MISCELLANEOUS BENEFITS

1. HOME NURSING

The actual fees incurred by an Insured Member for hiring the service of a full-time or part-time registered and duly qualified nurse in the Insured Member's home for the continued treatment of a Medical Condition that is covered under this Policy for which the Insured Member was hospitalised. Only services first rendered within thirty (30) days of discharge from the Hospital are payable and will continue to be payable up to maximum twenty-six (26) weeks. Such services must be deemed to be essential for medical as distinct from domestic reasons and must be recommended and approved in writing by the attending Physician or Surgeon. The total amount paid within each policy year under this benefit shall not exceed the maximum annual limit specified in the Schedule of Benefits.

2. PROSTHESES/IMPLANT

The costs incurred for Prostheses, corrective devices and medical appliances, as well as artificial heart implantation, mono or bi-ventricular assist device(s) only, such as arose from an Illness or Accident covered by this Policy.

3. AMBULANCE FEES

The charges for local road ambulance service (inclusive of attendance) to and/or from the Hospital in medical emergencies resulting in the Insured Member subsequently hospitalised.

4. SPECIAL GRANT

In the event of death of an Insured Member as a result of an Accident or Illness for which a claim is payable under the Policy, the Company shall pay the lump sum benefit as specified in the Schedule of Benefits. This benefit shall not be subjected to any Deductible.

5. TREATMENT BY REGISTERED BONE-SETTER

In the event that the Insured Member becomes eligible for payment under the Emergency Accidental Out-patient Treatment benefit of this Policy and if the Insured Member shall necessarily require treatment by a Bone-setter, the Company shall pay the actual amount incurred for such treatment, which shall include the consultation fee and the cost of medicine. The total amount paid within each policy year under this benefit shall not exceed the maximum annual limit specified in the Schedule of Benefits.

In this regard, "Bone-setter" shall mean only a person qualified and legally registered to practice Chinese medicine in the geographical area of his/her practice.

6. ACCIDENTAL MISCARRIAGE

In the event of a miscarriage as a result of an Accident, the Company shall pay the charges actually incurred for the treatment provided. This benefit is payable provided the medical attention is sought within twenty-four (24) hours of the occurrence of the Accident. All follow-up treatment costs thereafter will be reimbursed up to thirty-one (31) days from the date of the Accident. The total benefit payable per Accident, including all follow-up treatments, shall not exceed the benefit limit in accordance with the Plan the Insured Member is covered under as specified in the Schedule of Benefits.

7. ACUPUNCTURE PERFORMED IN HOSPITAL

In the event that the Insured Member is confined in the Hospital and if the Insured Member shall necessarily require treatment by an Acupuncturist, the Company shall pay the actual amount incurred for such treatment, which shall include the consultation fee and the cost of medicine. Such treatment must be deemed to be medically necessary and must be recommended and approved in writing by the attending Physician. The total amount paid within each policy year under this benefit shall not exceed the maximum annual limit specified in the Schedule of Benefits.

In this regard, "Acupuncturist" shall mean only a person licensed by the Ministry of Health of Singapore to practice acupuncture in the geographical area of his/her practice.

8. ORGAN TRANSPLANT

The actual medical treatment costs incurred as a result of a surgical transplant of the heart, lung, kidney, liver and bone marrow performed in a Hospital by a Medical Practitioner duly qualified to perform such a Surgical Operation.

The total amount paid within each policy year under this benefit shall not exceed the maximum limit specified in the Schedule of Benefits. This benefit shall exclude the acquisition cost of the organ and all expenses incurred by the donor.

BENEFIT LIMITS

The Company shall pay the actual costs incurred in respect of treatment of an insured Medical Condition in accordance with the Plan which the Insured Member is covered. If a Deductible and/or Co-insurance are operative in this Policy, the total amount of benefits, excluding the Special Grant benefit, Emergency Assistance Services and Optional Riders, the Company shall pay in respect of any one Insured Member is the amount in excess of the Deductible and/or Co-insurance as defined in this Policy and set forth in the Schedule of Benefits.

The total amount of benefits payable under this Policy in respect of any one Insured Member, with the exception of the Special Grant benefit, Organ Transplant benefit, Emergency Assistance Services and Optional Riders, is subjected to the **Annual Overall Limit** as defined in this Policy and set forth in the Schedule of Benefits of the appropriate Plan.

BENEFITS PAYABLE

The Company shall pay the costs incurred in respect of treatment of an insured Medical Condition up to the ward category in accordance with the Plan which the Insured Member is covered under as specified in the Schedule of Benefits. In the event of any upgrading of ward category due to unavailability or for whatever reasons, the Company shall only pay the costs that would have been incurred if the Insured Member had been warded in accordance with the Plan under which the Insured Member is covered.

SECTION (E) - OPTIONAL RIDERS

1. DREAD DISEASE COVER

Benefit

The Insured Member will be paid a lump sum benefit as shown in the Policy Schedule upon the diagnosis of one of the following Covered Dread Diseases. This benefit is payable only once in the lifetime of the Insured Member.

Covered Dread Diseases are defined as follows:

Definitions

(a) Major Cancers

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- Tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to: Carcinoma-in-Situ of the Breasts, Cervical Dysplasia CIN-1, CIN-2 and CIN-3;
- Hyperkeratoses, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases;
- Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, T₁N₀M₀ Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3; and
- All tumours in the presence of HIV infection.

(b) Coronary Artery By-pass Surgery

The actual undergoing of open-heart surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

Angioplasty and all other intra arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.

(c) Heart Attack

Death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:

- History of typical chest pain;
- New electrocardiogram (ECG) changes proving infarction;
- Diagnostic elevation of cardiac enzyme CK-MB;
- Diagnostic elevation of Troponin (T or I);
- Left ventricular ejection fraction less than 50% measured three (3) months or more after the event.

(d) Kidney Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

(e) Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by all of the following conditions:

- Evidence of permanent neurological damage confirmed by a neurologist at least six (6) weeks after the event; and
- Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks;
- Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye or optic nerve; and
- Ischaemic disorders of the vestibular system.

(f) Major Organ /Bone Marrow Transplantation

The receipt of a transplant of:

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation, or
- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

(g) Paralysis (Loss of Use of Limbs)

Total and irreversible loss of use of at least 2 entire limbs due to injury or disease. This condition must be confirmed by a consultant neurologist.

Self-inflicted injuries are excluded.

(h) Blindness (Loss of Sight)

Total and irreversible loss of sight in both eyes as a result of illness or accident. The blindness must be confirmed by an ophthalmologist.

(i) **Major Burns**

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the Insured Member's body.

(j) **Coma**

A coma that persists for at least ninety-six (96) hours. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli for at least ninety-six (96) hours;
- Life support measures are necessary to sustain life; and
- Brain damage resulting in permanent neurological deficit which must be assessed at least thirty (30) days after the onset of the coma.

Coma resulting directly from alcohol or drug abuse is excluded.

Special Exclusions for Dread Disease Cover

No benefits shall be payable under this Policy:

1. If the Insured Member is diagnosed with any of the Dread Disease within the first ninety (90) days from the Effective Date of Cover under the Policy.;
2. If the Insured Member does not survive the first thirty (30) days from the date he is diagnosed with any of the Dread Disease;
3. When the Dread Disease, directly or indirectly, is caused by, arises in connection with, is a consequence of, or is contributed by any of the following:
 - a) Complication of any surgery, therapy or treatment administered on the Insured Member which is not prescribed or required by a Medical Practitioner in his or her professional capacity.
 - b) Any consumption of a drug, unless it is taken on proper medical advice and is not for the treatment of drug addiction.
 - c) Pre-Existing Medical Condition.
 - d) Pre-Existing Physical Condition.

2. HOSPITAL CASH ALLOWANCE

If the Insured Member is Hospitalised as an in-patient due to an Illness or bodily injury for more than six (6) hours during the Period of Insurance, the Company will pay a daily cash benefit as specified in the Policy Schedule up to a maximum of ninety (90) days per Hospitalisation.

3. PARENT ACCOMMODATION AS COMPANION FOR CHILD

If an Insured Child who is not more than twelve (12) years old is Hospitalised due to an Illness or Medical Condition, the Company will pay a daily accommodation allowance as specified in the Policy Schedule for one accompanying adult up to a maximum of thirty (30) days per policy year.

EMERGENCY ASSISTANCE SERVICES

If the Insured Member shall suffer serious injury and/or Serious Medical Condition or is in need of Emergency Assistance Services outside Singapore (or prior travel information which may be obtained locally) arising out of and in the course of his journey, the following Emergency Assistance Services benefits shall be available directly from the International SOS Pte Ltd upon specific verbal notification by the Insured Member or the Insured Member's representative to the specified International SOS twenty-four (24) hour Alarm Centre, on call collect or reverse charge basis, provided that the Insured Member will not be entitled to the reimbursement of any such expenses incurred or paid directly by the Insured Member without prior authorisation of International SOS, subject to the limitations as specified below.

DEFINITIONS

Serious Medical Condition

Shall mean a condition which in the opinion of International SOS constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Member's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

Home Country

Shall mean Singapore.

Usual Country of Residence

Shall mean Singapore.

Place of Residence

means the residential address as declared by the Insured Member.

TRAVEL ASSISTANCE

1. Pre-trip Information Services

International SOS will provide information concerning visas and inoculation requirements for foreign countries worldwide.

2. Embassy Referral

International SOS will provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

3. Lost Luggage Assistance

International SOS will assist the Insured Member who has lost his/her luggage while travelling outside his/her Home Country or Usual Country of Residence by providing directions for recovery.

4. **Lost Passport Assistance**
International SOS will assist the Insured Member who has lost a passport while travelling outside his/her Home Country or Usual Country of Residence by providing directions for recovery.
5. **Weather and Exchange Rate Information Assistance**
International SOS will assist the Insured Member by providing referral information services including weather and exchange rate information.
6. **Emergency Message Transmission Assistance**
In the event of a medical emergency, International SOS will assist the Insured Member to transmit urgent messages to family Insured Members, friends or business associates upon the Insured Member's request.
7. **Interpreter Referral**
International SOS will assist the Insured Member by providing the address, telephone number and hours of operating of interpreters worldwide.
8. **Arrangement of Hotel Accommodation**
International SOS will arrange for hotel accommodation for the Insured Member's companion who is visiting the Insured Member while he/she is hospitalised outside his/her Home Country or Usual Country of Residence.

The above services are purely on referral or arrangement basis only. International SOS shall not be responsible for any third party expenses incurred which shall be the responsibility of the Insured Member.

MEDICAL ASSISTANCE

1. **Telephone Medical Advice**
International SOS will arrange for the provision of medical advice to the Insured Member over the telephone.
2. **Medical Service Provider Referral**
International SOS shall provide the name, address, telephone number and, if requested by the Insured Member and if available, office hours for physicians, hospitals, clinics, dentists and dental clinics (collectively, "Medical Service Provider"). International SOS shall not be responsible for determining the appropriate medical specialist for handling the Insured Member's particular problem nor for providing medical diagnosis or treatment. International SOS shall not be liable in respect of any consequences arising out of or howsoever caused by the services provided by the Medical Service Providers referred by International SOS. The final selection of the Medical Service Provider shall be the responsibility of the Insured Member.
3. **Arrangements of Appointments with Local Doctors for Treatment**
International SOS will assist the Insured Member by arranging for appointments with local doctors for treatment.
4. **Arrangement of Hospital Admission**
If the medical condition of the Insured Member is of such gravity as to require hospitalisation, International SOS will assist the Insured Member with hospital admission.
5. **Monitoring of Medical Condition During and After Hospitalisation**
International SOS will monitor the Insured Member's medical condition during and after hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation.
6. **Guarantee of Medical Expenses Incurred during Hospitalisation**
International SOS will, with the approval of the Tenet Insurance Company Ltd, assist the Insured Member by guaranteeing on behalf of the Insured Member medical expenses incurred during his/her hospitalisation.
7. **Dispatch of Essential Medicine**
When medically necessary and whenever possible, International SOS will dispatch essential medicine which is not available locally. The delivery of such medical commodities will be subject to the laws and regulations applicable locally for the importation or delivery of such products.
8. **Arrangement and Payment of Emergency Medical Evacuation**
International SOS will arrange for the air and/or surface transportation and communication for moving the Insured Member when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available and not necessarily to his/her Home Country or Usual Country of Residence. International SOS shall pay for the medically necessary expense of such transportation and communications and all usual ancillary charges incurred in the provision of such services by International SOS.

International SOS retains the absolute right to decide whether the Insured Member's medical condition is sufficiently serious to warrant emergency medical evacuation. International SOS further reserves the right to decide the place to which the Insured Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which International SOS is aware at the relevant time.
9. **Arrangement and Payment of Emergency Medical Repatriation**
International SOS will arrange for the return of the Insured Member to his/her Home Country or Usual Country of Residence following an emergency medical evacuation for subsequent in-hospital treatment in a place outside his/her Home Country or Usual Country of Residence. International SOS shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by International SOS.

International SOS reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which International SOS is aware at the relevant time.

10. Arrangement and Payment of Repatriation of Mortal Remains

International SOS will arrange for transporting the Insured Member's mortal remains from the place of death to his/her Home Country or Usual Country of Residence and pay for all expenses reasonably and unavoidably incurred in such transportation so arranged by International SOS or alternatively pay the cost of burial at the place of death as approved by International SOS.

The Company is authorised by International SOS to represent that International SOS will provide the Insured Members the services described in Emergency Assistance Services but the Company does not in any way accept any liability to provide such services or for the performance thereof.

EXCLUSIONS SPECIFIC TO EMERGENCY ASSISTANCE SERVICES

In addition to the exclusions listed in the Policy, the following also applies to Emergency Assistance Services:

1. More than one emergency evacuation and/or repatriation for any single medical condition of an Insured Member during the term of the insurance policy, subject to a maximum of one year.
2. Any event occurring when the Insured Member is within the territory of his/her Usual Country of Residence or Home Country (international assistance) or within 150 km from the Place of Residence (domestic assistance).
3. Any expense for Insured Members who are travelling outside his/her Home Country (international assistance) or travelling more than 150 km from the Place of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
4. Any expense for medical evacuation or repatriation if the Insured Member is not suffering from a Serious Medical Condition, and/or in the opinion of the SOS physician, the Insured Member can be adequately treated locally, or treatment can be reasonably delayed until the Insured Member returns to his/her Home Country or Usual Country of Residence (international assistance) or to his/her Place of Residence (domestic assistance).
5. Any expense for medical evacuation or repatriation where the Insured Member, in the opinion of the SOS physician, can travel as an ordinary passenger without a medical escort.
6. Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
7. Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
8. Any expense in respect of the Insured Member more than seventy-five (75) years old at the date of intervention.

EXCLUSIONS

This Policy shall not pay any benefits relating to any of the following events and any medical conditions arising therefrom:

1. Any Pre-existing conditions unless the Insured Member affected by these conditions has been insured under this Policy for twelve (12) months with the exception on congenital anomalies which will be considered as permanent exclusions under this Policy;
2. Any Illness or Sickness, which commences within the first thirty (30) days from the Effective Date of Cover of the Insured Member, except for accidental injuries.
3. Charges for services received in health spas, nature cure clinics or similar establishments or nursing homes attached to such establishments;
4. Services of a Medical Practitioner or any person acting in such capacity for the purpose of out-patient treatments, unless as provided for under this Policy;
5. Routine physical examinations, health check-ups or any other tests not related to the treatment or diagnosis of any Injury, Illness or Sickness or any treatment of a preventive nature including vaccinations, treatment for obesity, weight reduction and weight improvement programmes, dental condition, unless as provided for under this Policy;
6. Treatment of varicocele, impotence or any consequence;
7. Circumcision operations unless medically necessary;
8. Treatment arising from pregnancy, miscarriage (except as a result of an accident), or childbirth (including diagnostic tests for pregnancy), tests to do with and treatment for sub-fertility, and charges for abortion or sterilization, and contraception including any complications relating thereto;
9. Cosmetic treatment whether or not for psychological purposes other than treatment performed as a direct result of an Accident;
10. Surgical/dental appliances spectacles contact lenses or hearing aids;
11. Any eye examination/treatment, surgical procedure for correction of eye refraction, except to the extent that such Surgery is necessary for the repair of damage caused solely by Accidental bodily injuries covered under this Policy;
12. Accident or Injury occurring while the Insured Member is engaged 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;

13. Accident or Injury occurring while the Insured Member is 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-engine aircraft being operated by any other licensed commercial air carrier;
14. Services of a non-medical nature provided by a hospital, such as television, telephones, newspaper, radios, guests meals or similar facilities and any personal luxury;
15. Cost of acquisition of organ for transplant and all expenses incurred by the donor of such organ;
16. Any treatment undertaken for relief of chronic illness or palliative treatment of terminal conditions except as provided for under this Policy;
17. Treatment directed towards developmental delay and/or learning disabilities in children;
18. Alternative medicine including osteopathy homeopathy chiropractic acupuncture and the like unless as provided for under this Policy;
19. Treatment of Alcohol Dependence Syndrome Drug Dependence and/or abuse of drugs or alcohol including treatment of any Medical Condition which in the opinion of the Company's appointed medical consultant is considered to be either an underlying cause of or directly attributable thereto;
20. Any investigation test or treatment which directly or indirectly results from or is related to:
 - (a) infection by, which includes sero-positivity to, any Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or any similar or related condition or syndrome, or
 - (b) any condition or illness directly or indirectly arising from any such infection condition or syndrome;
 - (c) sexually transmitted / venereal diseases
21. Treatment relating to sex change;
22. Expenditure directly or indirectly arising from or consequent upon
 - (a) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion riot civil disturbance rebellion revolution insurrection military or usurped power or while serving in a police or military unit other than peace-time reservist training in Singapore;
 - (b) Earthquake volcanic eruption flood avalanche or tempest;
 - (c) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission;
 - (d) Nuclear weapons or device or chemical or biological agent
23. Wilful self inflicted injuries suicide attempted suicide provoked assault or any attempt thereof;
24. Psychiatric treatment or treatment of mental disorder;
25. Injury sustained as a result of a criminal act of the Policyholder or Insured Member, violation or attempted violation of law and resistance to lawful arrest or any resultant imprisonment;
26. Treatment provided by a member of the Insured Member's immediate family and any auto-therapy including prescribed drugs;
27. Any costs of treatment which arise out of any accident or illness in the course of employment and which would constitute a valid claim under any Policy indemnifying liability under any Workmen's Compensation Act or similar Act or Ordinance or at Common Law except for those expenses in excess thereof;
28. Use or treatment of any drugs not licensed by an official government control agency of the country in which the drug is given;
29. Injury under the influence of intoxicants unless it is established that intoxicants were not major factor contributing to the injury;
30. The cost of second opinion for medical conditions unless considered by the Insured's medical advisers to be reasonable and necessary having regard to the medical facts and circumstances;
31. Treatment received after the period of insurance under this Policy has expired, regardless of when the Medical Condition originated;
32. All transportation costs including for trips specifically made for the purpose of obtaining medical treatment if not part of an Emergency Medical Evacuation and except as defined under Local Ambulance Services.
33. All Emergency Medical Evacuation costs not approved in advance by the appointed Assistance Centre.

PROVISIONS

A. PERSONS ELIGIBLE

1. Eligibility
 - (a) The maximum age for enrolment is sixty (60) years old.
 - (b) All Employees must be under the payroll of a Singapore-based office.
 - (c) Employees and Dependants must be Singapore Citizens, Singapore Permanent Residents as well as expatriates or foreigners who are holding a valid Employment Pass and who are domiciled in Singapore.

2. Employees

If the cover is effected on 100% premium payment by the Insured, all eligible Employees must be included in the Policy. The Effective Date of cover of each person and future Employees shall be determined in accordance with the requirements stated in the Schedule. If an Employee is not at work on the date when he would otherwise be eligible to join the Policy, the Effective Date of such Employee's insurance shall be the date of the return to work.

3. Dependants

The Dependants are eligible to be included in the Policy only when the Employee is covered. The Dependants' coverage shall become effective on any of the following eligibility dates provided they are included within thirty-one (31) days, otherwise the Dependants may join the Policy upon the date the Company determines the evidence of insurability to be satisfactory, such evidence to be furnished at the expense of the Employee:-

- (a) the Dependants may only be included in the Policy upon the date the Employee becomes eligible;
- (b) the spouse of a newly-married Employee becomes eligible on the date of his/her marriage to the Employee already covered.
- (c) the new-born child becomes eligible on the fourteen (14th) day following the date of birth (provided the child are discharged from the hospital in a healthy condition).

If the Dependant is confined in a hospital on the date when his/her cover would otherwise become effective, such cover would not become effective until the Dependant is no longer confined.

B. CHANGE OF CATEGORY OF ELIGIBILITY

Any increase in the cover to be provided to an Employee already included in the Policy which is due to the promotion of an Employee, shall become effective from the date of the Employee's promotion; unless the Employee is absent from work on that date due to Illness or Injury, in which case the increase in cover will take effect from the date on which the Employee returns to work full time.

C. POLICY PERIOD

1. This Policy shall become effective as of the date stated in the Schedule. The Policy anniversary shall be one year after the effective date and annually thereafter.
2. On each annual Renewal Date, provided this policy is renewed, the premiums effective at that time, as notified by the Company, shall be payable and due.
3. This policy is renewable at the option of the Company.

D. OVERSEAS TREATMENT

1. If any Insured Member has resided outside Singapore for more than ninety (90) consecutive days during the policy year, then any eligible expenses incurred for medical treatment of the Insured Member after the ninety (90) days will be limited to the Reasonable and Customary charges for such treatment at National University Hospital, Singapore.
2. The insurance for any Insured Member will cease automatically if the Insured Member has been physically absent from Singapore for more than one hundred and eighty (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.
3. Where an Insured Member chooses to be treated overseas for any Injury, illness or disease outside Singapore, then the Company's liability will be limited to the Reasonable and Customary charges for such treatment at National University Hospital, Singapore and any cost of transport out of Singapore for such treatment is strictly excluded.

E. RENEWAL

1. The Company may amend the clauses, conditions and rates of premium of the insurance at renewal and the Policyholder will be informed of the amendments at least thirty (30) days before the renewal date at which time the amendments will apply. This Policy is renewable at the option of the Company.
2. Any endorsements or variations which may have been issued to this Policy including any premium loading imposed will continue to remain in force at each annual Renewal Date unless otherwise agreed in writing by an authorised official of the Company.

F. TERMINATION

1. Cover ceases for the Insured Employee:-
 - (a) on the date this policy is terminated;
 - (b) on the seventieth (70th) birthday of the Employee;
 - (c) on the date of termination of employment;
 - (d) on the date in which an Employee is retired or pensioned; or
 - (e) on the premium due date if the Policyholder fails to pay the required premium for the insured Employee.

Cover ceases for the insured Dependants:-

- (a) on the date of termination of the insurance afforded to the Employee; or
- (b) on the date such Dependant ceases to be Dependant as defined herein.

The liability of this policy shall cease on the last day of cover for the insured Employee or Dependant.

The Company will also not pay for any benefit in respect of expenses incurred by any Insured Member whose insurance has terminated, for treatment provided to the Insured Member on or after the effective date of such termination.

2. Insurance for any Insured Member will cease automatically if the Insured Member has been physically absent from Singapore for more than one hundred and eighty (180) consecutively 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 Member's cover will be terminated at 24:00 standard Singapore time on the one hundred and eightieth (180th) day after the Insured Member's departure from Singapore.
3. Violation of law resulting in imprisonment.
4. Notice of Termination
 - (a) The Policyholder may at any time, by giving notice in writing to the Company, terminate this Policy or terminate cover with respect to any of the Insured Members. A short period refund of premium as listed below will be returned to the Policyholder subject to a minimum premium charge of S\$75.

<u>Period (Not exceeding)</u>	<u>Refund (%of annual premium)</u>
3 days	95
10 days	90
1 month	80
1 ½ months	75
2 months	70
3 months	60
4 months	50
5 months	40
6 months	30
7 months	25
8 months	20
9 months	15
10 months	10
11 months	5
12 months	0

No refund premium for the unexpired Period of Insurance will be granted to the Policyholder if any claim(s) has arisen during the current period of insurance.

- (b) The Company shall at any time, by giving fourteen (14) days' notice to the Policyholder, at the Policyholder's address or place of abode last known to the Company, be at liberty to cancel this Policy, the Company shall without demand, return to the Policyholder the pro-rated premium corresponding to the unexpired period of insurance subject to a minimum premium charge of S\$75.

GENERAL CONDITIONS

1. Interpretation

- (a) This Policy and its attached Schedule shall be read as one contract and any word expression to which a specific meaning has been attached to in any part of this Policy or of the Schedule shall bear such specific meaning wheresoever it may appear.
- (b) All notices required to be given by the Policyholder to the Company must be in writing addressed to the Company and no alteration in terms of this Policy nor any endorsement hereon will be valid unless the same is signed or initialed by an authorised representative of the Company.
- (c) No agent of the Company is authorised to modify or waive any of the Benefits or terms or conditions of this Policy or give advice binding to the Company on any claim unless the Policyholder have submitted written details or a fully completed claim form and formal acceptance of the claim or confirmation of the amendment to the Benefits and Terms and Conditions of this Policy has been put in writing by an authorised official of the Company.

2. Notice of Material Changes

- (a) The Policyholder shall give reasonable notice to the Company of any change in the Insured Member'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.
- (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.

3. Claims Procedure

- (a) The Policyholder or his/her representative shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the Policyholder knows or ought to know.
- (b) The Company may appoint independent administrators or an Emergency Assistance Centre to settle claims on its behalf. Consequently all rights reserved by the Company in respect of claim procedure equally apply to such third parties acting on the Company's behalf.
- (c) All certificates and information and evidence required by the Company shall be furnished at the expense of the Policyholder and shall be in such form and of such nature as the Company shall prescribe. The Policyholder shall provide any authorisation as may be required by the Company, its representatives and medical advisers to access medical records related to an event likely to be the subject of a claim.

- (d) In the event of in-patient Hospitalisation or Surgical treatment is needed at any time and any place the Insured Member or treating Physicians of Hospitals must contact the Emergency Assistance Centre specified on the Membership card at least **five (5) days before admission**. The Emergency Assistance Centre will confirm the extent of insurance benefits and claims procedures and provide any necessary payment guarantees as may be provided for under Policy terms and conditions. The Insured Member or the Policyholder as the case may be shall undertake to reimburse the Company for any excess amount paid by the Company under a payment guarantee but which subsequently is discovered not to be payable under policy terms and conditions.
- (e) If the Insured Member or treating Physicians of Hospitals do not contact the Emergency Assistance Centre specified on the Membership card at least five (5) days before admission no payment guarantees will be provided and the Insured Member shall bear all costs and submit a written notice of claim to the Company. Written notice duly supported by original receipts and bills shall be given to the Company or its appointed representative within **thirty (30) days** of the happening of any event likely to be the subject of a claim.
- (f) In case of serious medical emergency at any time and any place, the Insured Member or treating Physicians of Hospitals must immediately contact the Emergency Assistance Centre specified on the Membership card. The Emergency Assistance Centre will confirm the extent of insurance benefits and claims procedures subject to Policy terms and conditions.
- (g) Immediate notification of any circumstances that may require Emergency Medical Evacuation or Repatriation of Mortal Remains must be given to the twenty-four (24) hour Emergency Assistance Centre and its approval obtained prior to transportation. The Insured Member shall, at the expense of the Insured Member, furnish to the Company all certificates and forms, bills and receipts and information and evidence as may be required by the Company.
- (h) The Insured Member, in respect of whom a claim has been submitted, shall, at the expense of the Company, whenever reasonably required to do so submit to medical examinations by the Registered Medical Practitioners appointed by the Company.
- (i) The Company must be notified in writing immediately of any claim or right of action against any third party arising from a claim paid under this Policy. The Policyholder must inform the Company in writing of any developments and take all steps that the Company may reasonably require to include all benefits claimed for under this Policy in any claims against the third party with the objective of recovering the claim paid.
- (j) Proof of posting a Claim Form is not deemed proof of receipt.
- (k) If the Company denies liability to the Policyholder for any claim, the Company will not be responsible for that claim after twelve (12) months have passed from the date of this disclaimer unless the claim is the subject of pending arbitration.

4. Other Insurances

If at the time of any claim the Insured Member holds any other medical (including but not limited to MediShield or MediShield Plus), or personal accident or sickness 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 providing that nothing in this policy condition shall apply to a weekly benefit for temporary disablement or a lump sum payment on total disablement recoverable under a personal accident or sickness insurance policy.

If the benefits payable under this Policy is in respect of expenses incurred by the Insured Member which have been partly or fully reimbursed under the MediShield or MediShield Plus scheme administered by the Central Provident Fund Board of the Republic of Singapore, then the Company will pay part or all of the benefits to reimburse the Central Provident Fund Board for payments made under the MediShield or MediShield Plus scheme to reinstate partially or fully the claim limits of the Insured Member under that scheme in accordance with legislation or regulations prevailing at the time of submission of the claim.

5. Misstatement or Fraud

- (a) If the Policyholder's proposal or declaration is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression of facts, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then, in any such cases, this Policy shall be void and no refund of premium will be payable.
- (b) The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Policyholder or any claimant insofar as they relate to anything to be done or not to be done and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

6. Arbitration

- (a) All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators; one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either parties; or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the references. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against the Company.
- (c) If the Company shall disclaim liability to the Policyholder or the Policyholder's legal representatives, or any claimant for any claim hereunder, such claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder if no action is taken twelve (12) months from the date such disclaimer have been referred to arbitration under the provisions herein contained.

7. Form of Notices

- (a) Any request, notice, instruction or correspondence required under this Policy whether to the Company or the Policyholder has to be in writing and will be delivered personally or sent by courier, or by post, or facsimile transmission or electronic mail addressed to the addressee or by any other means as may be approved or adopted or accepted by the Company. For the Policyholder, the mailing address is that stated in the proposal or any other address that the Policyholder has informed the Company in writing.

- (b) The Company's notice, request, instruction or communication is presumed to be received:
 - (i) in case of a letter, on the seventh (7th) day after posting if posted locally, and on the fourteen (14th) day after posting, if posted overseas;
 - (ii) in the case of personal delivery or delivery by courier, on the day of delivery;
 - (iii) in the case of a facsimile transmission or electronic mail, on the business day immediately following the day of dispatch; or
 - (iv) in the case of other means as approved, adopted or accepted by the Company, as when the Company decides when it is reasonable to be received.

8. Alteration of Policy

No alteration in the clauses of this Policy or any endorsement will be valid unless the alteration or endorsement is signed or initialed by an authorized representative of the Company.

9. Conditions Precedent to Liability

The due observance and fulfillment of the terms provisions conditions and endorsements of this Policy by the Insured 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.

10. Misstatement of Age

If the date of birth of any Insured Member stated in the Proposal for this Policy is found to be incorrect, then:

- (a) If the Insured Member's true age is greater than that stated, any benefit payable will be pro-rated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year.
- (b) If the Insured Member's true age is lower than that state, any premiums paid in excess of that which should have been paid will be refunded to the Policyholder without interest.
- (c) If at the correct age an Insured Member would not have been eligible for cover under this Policy, no benefit shall be payable. The liability of the Company shall be limited to the refund of the premium paid without interest.

11. Law

The Policy shall be construed according to and governed by the law of The Republic of Singapore.

12. Currency

All payment shall be made to the Policyholder or a properly appointed nominee. All claims payments shall be made in Singapore currency and no interest will be added to any amount of benefit payable under this Policy.

ADDITIONAL ENDORSEMENTS

The following endorsements shall apply to this Policy unless otherwise stated and/or deleted in the Policy Schedule.

CONDITION PRECEDENT IN THE POLICY

The validity of this Policy is subject to the condition precedent that:

- (a) for the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incept.

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.

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 PAYMENT WARRANTY CLAUSES

This Policy is subject to a Premium Payment Warranty Clause in the following. The application of the clause is determined from its relevance to the context specified within each clause.

• PREMIUM PAYMENT WARRANTY (1 May 2005)

This clause shall apply where the Policy is issued to a corporate entity, Period of Insurance is more than sixty (60) days and premium is below \$100,000 in any single Policy, Renewal Certificate or Cover Note.

1. Notwithstanding anything herein contained but subject to clause 2 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:-
 - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. 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 sixty (60) day period referred to above, then:-
 - (a) 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;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00 or the minimum premium applicable for the policy.
3. 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.

• PREMIUM INSTALMENT PAYMENT WARRANTY (1 May 2005)

This clause shall apply where the Policy is issued to a corporate entity, Period of Insurance is more than sixty (60) days and the total premium in any single Policy, Renewal Certificate or Cover Note is \$100,000 or more and payment by instalment is allowed subject to full payment within six (6) months from the Commencement Date of the Policy.

1. Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared, if the period of insurance is sixty (60) days or more and the total premium is S\$100,000 or more, that:
 - (i) the 1st instalment of not less than 50% of the total 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:-
 - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note;
 - AND
 - (ii) the 2nd and subsequent instalments, if any, of the total premium due, in such amounts as specified by the Company for each instalment, must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the respective due dates as specified by the Company.
2. In the event that the 1st instalment of not less than 50% of the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:-
 - (a) 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; and
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period.
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to minimum premium applicable for the policy.
3. In the event that the 2nd or any subsequent instalment of 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 respective due dates as specified by the Company, then:-
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the respective due date in respect of which the instalment has not been paid; and
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the period before the respective due date in respect of which the instalment has not been paid.
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to minimum premium applicable for the policy.
4. For the avoidance of doubt, it is hereby agreed and declared that payment by instalment is not allowed for any subsequent Endorsement if the effective date of the Endorsement is more than six (6) months from the inception date of the Policy.