

# Tenet Insurance Company Ltd

(A member of Sompō Japan Group)

11 Collyer Quay #09-00 The Arcade Singapore 049317 Tel: 6221 2211 Fax: 6221 3302  
Company Registration No. 195700067Z <http://www.tenetinsurance.com>



## OVERSEAS STUDENT INSURANCE PACKAGE

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

In consideration of the Insured Person named in the Schedule hereto and following the 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 in respect of the benefits enumerated in the Schedule occurring during the Period of Insurance. The Company will pay to the Insured Person or his legal personal representatives the amount appropriate to the Benefits stated in the Policy.

### DEFINITIONS

1. **ACCIDENT** or **ACCIDENTAL** means an event which is sudden, unforeseen or unexpected.
2. **ANAESTHETIST** means 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.
3. **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.
4. **DAY SURGERY** means 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.
5. **DISABLING INJURY, SICKNESS OR DISEASE** means a severe injury, sickness or disease which requires treatment by a Registered Medical Practitioner and for which the Insured Person has sought and obtained medical treatment.
6. **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 twenty-four (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.
7. **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.
8. **INSURED PERSON** means the person named in the Schedule as Insured Person who is insured under this Policy.
9. **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.
10. **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.
11. **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.
12. **MEDICAL EXPENSES** means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all hospital, nursing home and land ambulance charges incurred within eighteen (18) months from the date of the accident as a direct result of Bodily Injury sustained from the accident.
13. **OCCUPATION** means the Insured Person's full-time occupation as a Student.
14. **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.
15. **POLICYHOLDER** means the person(s) named in the Policy Schedule under whose name the Policy has been issued and who acts on behalf of the Insured Person in making the Declarations which forms the basis of this Contract.
16. **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.

17. **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.
18. **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.
19. **SURGEON** means a person qualified by degree in Western Medicine and duly licensed or registered to perform Surgery. **SURGICAL OPERATION OR SURGERY** means Laser Surgery or the act involving actual cutting of tissue or involving the resetting of fractures and/or dislocations.

**POLICY COVER**

**THE FOLLOWING SECTIONS ARE NOT COVERED UNLESS EXPRESSLY STATED IN THE SCHEDULE.**

**SECTION 1 - ACCIDENTAL DEATH / PERMANENT DISABLEMENT**

If the Insured Person shall sustain Bodily Injury 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 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.

**TABLE OF BENEFIT**

DESCRIPTION OF PERMANENT DISABLEMENT	PERCENTAGES OF THE SUM INSURED SPECIFIED AS STATED IN SECTION 1 OF THE SCHEDULE
1. Total and Permanent disablement from engaging in or attending to employment or occupation of any and every kind.	100%
2. Total & Permanent Loss of all sight in one or both eyes	100%
3. Total loss by physical severance or Total & Permanent Loss of use of:	
(a) one or both hands at wrist	}
(b) arm at shoulder	}
(c) arm between shoulder and elbow	} 100%
(d) arm at or below elbow	}
(e) leg at hip	}
(f) leg between knee & hip	}
(g) leg at or below knee	}
4. Total & Permanent Loss of:	
(a) sight in one eye except perception of light	50%
(b) lens of one eye	50%
5. Total loss by physical severance or Total & Permanent Loss of use of:	
(a) thumb & 4 fingers of one hand	50%
(b) 4 fingers of one hand	40%
(c) thumb	25%
- 2 phalanges	10%
- 1 phalanx	15%
(d) index finger	10%
- 3 phalanges	5%
- 2 phalanges	10%
- 1 phalanx	7%
(e) middle finger	3%
- 3 phalanges	10%
- 2 phalanges	7%
- 1 phalanx	3%
(f) ring finger	10%
- 3 phalanges	7%
- 2 phalanges	3%
- 1 phalanx	10%
(g) little finger	7%
- 3 phalanges	3%
- 2 phalanges	18%
- 1 phalanx	6%
(h) all toes of one foot	3%
(i) great toe	3%
- 2 phalanges	75%
- 1 phalanx	20%
(j) any other toe	50%
6. Total & Permanent Loss of:	
(a) hearing in both ears	75%
(b) hearing in one ear	20%
7. Total & Permanent Loss of speech	50%
8. Third Degree Burns	
(a) Head - Damage as a Percentage of Total Body Surface Area	
- equals to or greater than 2% but less than 5%	50%
- equals to or greater than 5% but less than 8%	75%
- equals to or greater than 8%	100%
(b) Body - Damage as a Percentage of Total Body Surface Area	50%
- equals to or greater than 10% but less than 15%	

The aggregate of all percentages payable under Permanent Disablement benefit in respect of any one accident shall not exceed 100%.

## **SECTION 2 - EMERGENCY MEDICAL EVACUATION & REPATRIATION**

If the Insured Person suffer a Disabling Injury, Sickness or Disease indemnifiable under this Policy whilst outside Singapore which in the opinion of a Registered Medical Practitioner, is necessary to evacuate to the nearest registered medical institution for medical treatment or return to Singapore, the Company will pay for the reasonable cost of transportation and en-route medical care and supplies including the assignment of a doctor and/or nurse to accompany the Insured Person, air ambulance, regular transportation, rail, road or any other appropriate means necessarily incurred up to the limit specified in the Schedule in the aggregate any one accident or Period of Insurance.

In the event of death indemnifiable under this Policy, we will pay the reasonable cost for burial or cremation in the locality where death occurs, or returning the body or ashes to Singapore.

## **SECTION 3 - MEDICAL EXPENSES ARISING FROM ACCIDENT**

If the Insured Person suffers Accidental Bodily Injury during the Period of Insurance which requires medical treatment, the Company will indemnify the Insured Person for Medical Expenses incurred as a consequence thereof up to the limit specified in the Schedule any one accident or Period of Insurance.

## **SECTION 4 - EMERGENCY TRAVEL EXPENSES**

In the event of the Insured Person's death indemnifiable under this Policy, the Company will pay for the reasonable additional accommodation and travelling expenses (by economy airfare, rail or road transport) necessarily incurred by a next of kin who travels to recover the body, up to the limit specified in the Schedule.

## **SECTION 5 - COMPASSIONATE VISIT EXPENSES**

If the Insured Person suffer a Disabling Injury, Sickness or Disease indemnifiable under this Policy and requires hospitalization for more than ten (10) consecutive days, the Company will pay for the reasonable additional accommodation and travelling expenses (by economy airfare, rail or road transport) necessarily incurred by a next of kin who travels to and remains with the Insured Person on the written medical advice from a registered medical practitioner, up to the limit specified in the Schedule any one Period of Insurance.

## **SECTION 6 - PERSONAL LIABILITY**

The Company will indemnify the Insured Person against all sums for which the Insured Person may be legally liable including legal costs and expenses occurring during the Period of Insurance in respect of:

- (1) accidental bodily injury (whether fatal or not)
- (2) accidental damage to property

The liability of the Company for compensation under this Section shall not exceed the limit of indemnity as stated in the Schedule in the aggregate for all claims in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause.

In addition, in respect of a claim to which the indemnity expressed in this Section applies, the Company will pay:

- (a) all costs and expenses recovered by any claimant from the Insured Person and
- (b) all costs and expenses incurred with the written consent of the Company.

In the event of the death of the Insured Person the Company will, in respect of the liability incurred by the Insured Person, indemnify the Insured Person's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured Person observe, fulfil and be subject to the Terms of this Policy so far as they can apply.

The Company shall not be liable in respect of

- (a) bodily injury to any person being a member of the Insured Person's family or household or at the time of sustaining such injury engaged in and upon the service of the Policyholder or the Insured Person.
- (b) damage to property belonging to or in the charge of or under the control of the Insured Person or a member of the Insured Person's family or household or of a person in the service of the Insured Person.
- (c) liability in respect of injury or damage caused by or in connection with or arising from
  - (i) the ownership or tenure or possession of any land or the use thereof by or on behalf of the Policyholder or the Insured Person [other than a dwelling (including outhouses) occupied by the Insured Person solely as a private residence]
  - (ii) the ownership or possession or custody or use of lifts, elevators, vehicles, watercraft, aircraft or aerial devices
  - (iii) animals under the ownership, care, custody or control of the Policyholder or the Insured Person
  - (iv) any pursuit of trade, business or profession by the Insured Person or anything done in connection therewith or for the purpose thereof;
  - (v) the carrying out of any alterations additions repairs or decorations other than minor repairs carried out to mitigate and/or prevent further loss and/or damage.
  - (vi) the influence of intoxicants or use of firearms.
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (e) any liability resulting directly or indirectly from the transmission of any communicable disease by the Insured Person or a member of the Insured Person's family.
- (f) Any wilful, malicious or unlawful / criminal act

## **SECTION 7 - HOSPITAL AND SURGICAL EXPENSES**

The Company will subject to the Terms of this Section and the receipt of satisfactory proof indemnify the Insured Person for any hospital and/or surgical expenses for In-Patient Benefits as a result of Injury, Sickness or Disease up to the limit of indemnity as stated in the Policy Schedule subject to a Policy excess each and every claim as stated in the Schedule.

### **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.

#### **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

#### **5. 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 Person was hospitalised. The same benefit is payable in relation to Day Surgery up to a maximum benefit limit of S\$300.00.

### **GENERAL EXCEPTIONS**

The Company shall not be liable under the Policy for any claims directly or indirectly due to arising or resulting from:

1. any consequence of war, invasion, act of foreign enemy, hostilities, warlike operations (whether war 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 or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
2. earthquake volcanic eruption flood avalanche or tempest;
3. Nuclear weapons or device or chemical or biological agent; ionising radiation or contamination by radio-activity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fusion;
4. Accidental death presumed by reason of the disappearance of the Insured Person except 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 Section 1 of this Policy This payment is made subject to the requirement that the Insured 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.
5. Pre-existing conditions including all illnesses or conditions which in the opinion of a Physician appointed by the Company are caused by or related to that condition, including the consequences of treatment, unless stated in the application form and expressly accepted by the Company by endorsement on this Policy;
6. Treatment relating to birth defects and congenital illnesses. Birth defects are deemed to include hereditary conditions;
7. Any Illness or Sickness, which commences within the first thirty (30) days from the Effective Date of Cover of the Insured Person, except for accidental injuries;
8. The Insured Person engaging in military, naval or air force service, police, civil defence service;
9. 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;

10. 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;
11. Treatment of varicocele, impotence or any consequence; circumcision operations unless medically necessary; treatment arising from pregnancy, miscarriage, 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; treatment relating to sex change;
12. 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. Surgical/dental appliances spectacles contact lenses or hearing aids; 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;
14. Accident or Injury occurring while the Insured Person 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;
15. Accident or Injury occurring while the Insured Person 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;
16. Any treatment undertaken for relief of chronic illness or palliative treatment of terminal conditions; treatment directed towards developmental delay and/or learning disabilities; psychiatric treatment or treatment of mental disorder;
17. 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;
18. 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
19. Wilful self inflicted injuries suicide attempted suicide (whether felonious or not) while sane or insane, provoked assault or any attempt thereat;
20. Communicable diseases which require isolation or quarantine by law;
21. Injury sustained as a result of a criminal act of the Policyholder or Insured Person, violation or attempted violation of law and resistance to lawful arrest or any resultant imprisonment; Illegal acts of the Insured Person or an Insured Person's beneficiary;
22. Treatment provided by a member of the Insured Person's immediate family and any auto-therapy including prescribed drugs;
23. 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;
24. Use or treatment of any drugs not licensed by an official government control agency of the country in which the drug is given; injury under the influence of intoxicants unless it is established that intoxicants were not major factor contributing to the injury; alternative medicine including osteopathy homeopathy chiropractic acupuncture and the like;
25. The cost of second opinion for medical conditions unless considered by the Insured Person's medical advisers to be reasonable and necessary having regard to the medical facts and circumstances;
26. All transportation costs including for trips specifically made for the purpose of obtaining medical treatment;
27. 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;
28. Alternative medicine including osteopathy homeopathy chiropractic acupuncture and the like.

## **PROVISIONS**

1. Insured Person eligible for cover under this Policy, is a person whose age is below sixty-five (65) years and whose occupation is that of a full time Student.
2. The Benefit for Permanent Disablement shall be a percentage equivalent to the degree of disability. The scale in the Table of Benefit under Section 1 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 the scale in the Table of Benefit.
3. Any claim payable under Accidental Death Benefit shall be reduced by a sum equal to any claim payable under Permanent Disablement Benefit in respect of the same Accidental Injury
4. If an Accident happens which gives rise to a claim under Accidental Death Benefit or any claim which in aggregate is more than 50% under Permanent Disablement Benefit, this insurance will not cover any further accidents to that Insured Person.
5. Before the Company will pay the Permanent Disablement Benefit, Permanent Total Disablement from all gainful employment of any and every kind shall have lasted for twelve (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 Item (1) of the Table of Benefits set out under Section 1 before the expiry of twelve (12) months.
6. 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 Items (2), (3), (4), (5), (6) and (7) of the Table of Benefits under Section 1.
7. If the Permanent Disablement Benefit 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%.
8. No compensation shall be payable under Section 1 additionally for any specific Item which is part of a greater Item for which compensation is payable under this Policy. 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.

## **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 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 fourteen (14) days after the happening of the accident.
4. **Evidence Required**  
The Policyholder and/or Insured Person must produce for the Company, at their 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 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. 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 full time Student.
- c) The death of the Insured Person
- d) Insured Person's violation of law resulting in imprisonment.

#### **10. 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\$150 provided no claim has arisen during the then current period of insurance.

#### **11. Other Insurances**

If at the time of any claim the Insured Person holds any other insurance policy which makes provision for payment of expenses covered under Sections 2, 3, 4, 5 and 7 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.

#### **12. 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.

#### **13. 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.

#### **14. 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 the 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 Person's previous risk experience and claim history;
- (c) the Insured Person'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.

#### **15. Death Claim**

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

### **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 incepts.”

#### **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.

#### **PAYMENT BEFORE COVER WARRANTY (1 May 2005)**

**This clause applies where the Policy is issued to an Individual.**

1. Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date (“the inception date”) of the coverage under the Policy, Bond, Renewal Certificate, Cover Note or Endorsement.
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date referred to above, then the Policy, Bond, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Bond, Renewal Certificate, Cover Note and Endorsement.
3. In respect of coverage with “Free Look” provision, the Insured may return the original policy document to the Company or intermediary within the “Free Look” period if the Insured decides to cancel the cover during the “Free Look” period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.