

Tenet Insurance Company Ltd

(A member of Sampo Japan Group)

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

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

DEFINITIONS

1. **ACCIDENT or ACCIDENTAL** means an identifiable event which is experienced by the Insured Person in a sudden, unforeseen or unexpected manner and which solely and independently of any other cause results in Bodily Injury to the Insured Person.
2. **AGE** means age next birthday.
3. **BODILY INJURY** means death or injury to the Insured Person resulting solely and directly from an Accident or through Accidental means and excludes all medical conditions, illnesses, Diseases, Sickness, bacterial infections or viral infections even if such conditions resulted from or were in some way connected with the Accident.
4. **CAPITAL SUM INSURED** means the sum insured for Benefit A - Accidental Death.
5. **CHIROPRACTOR AND CHINESE PHYSICIAN** including herbalist, acupuncturist and bonesetter means a person qualified by a medical degree/certification and duly licensed or registered to practice Chinese medicine in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a Chinese Physician or Chiropractor who is the Insured Person or the spouse, relative or employee of the Insured Person.
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(S)** means the respective person(s) named in the Schedule as Insured Person(s) who are 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 SPEECH OR HEARING** means medically certified total and irrecoverable loss of the sense of speech or hearing.
11. **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.
12. **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.
13. **MEDICAL EXPENSES** means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Registered Medical Practitioner and all hospital, nursing home and land ambulance charges incurred within eighteen (18) months from the date of the Accident as a direct result of Bodily Injury sustained from the Accident.
14. **OCCUPATION** means the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit which the Insured Person is fitted to do by knowledge and/or training as defined in the Schedule.
15. **PERMANENT TOTAL DISABLEMENT** means a state of incapacity resulting from the Insured Person suffering Bodily Injury which results in his/her permanent total disablement from gainful employment of any and every kind where such incapability is medically certified within eighteen (18) months from the date of the Accidental Bodily Injury.

TABLE OF BENEFITS		
DESCRIPTION OF PERMANENT DISABLEMENT	PERCENTAGES OF THE SUM SPECIFIED AS STATED IN BENEFIT B OF THE SCHEDULE	
	Scale I	Scale II
6. Total and Permanent Loss of		
(a) hearing in both ear	nil	75%
(b) hearing in one ear	nil	20%
7. Total and Permanent Loss of speech	nil	50%
8. Third Degree Burns		
(a) Head - Damage as a Percentage of Total Body Surface Area		
(i) equals to or greater than 2% but less than 5%	nil	50%
(ii) equals to or greater than 5% but less than 8%	nil	75%
(iii) equals to or greater than 8%	nil	100%
(b) Body - Damage as a Percentage of Total Body Surface Area equals to or greater than 10% but less than 15%	nil	50%
The aggregate of all percentages payable under Benefit B in respect of any one Accident shall not exceed 100%.		

BENEFIT C1 – TEMPORARY TOTAL DISABLEMENT

If the Insured Person suffers Temporary Total Disablement due to Accidental Bodily Injury, the Company will pay a weekly income benefit in the amount specified in the Schedule up to a maximum of one hundred and four (104) weeks for any one Accident. This benefit shall not be payable where the Insured Person is not gainfully employed when the Accident happened.

BENEFIT C2 – TEMPORARY PARTIAL DISABLEMENT

If the Insured Person suffers Temporary Partial Disablement due to Accidental Bodily Injury, the Company will pay a weekly income benefit in the amount specified in the Schedule up to a maximum of one hundred and four (104) weeks for any one Accident. This benefit shall not be payable where the Insured Person is not gainfully employed when the Accident happened.

BENEFIT D – MEDICAL EXPENSES

If the Insured Person suffers Accidental Bodily Injury during the Period of Insurance which requires medical treatment, the Company will reimburse the medical expenses incurred as a consequence thereof up to the limit specified in the Schedule for any one Accident. Medical Expenses do not include treatment fees by Chiropractors and Chinese Physicians except as provided for in the Extended Benefits below.

EXTENDED BENEFITS

Accidental Miscarriage

If the Insured Person suffers a miscarriage caused by Accidental falling or traffic accident causing external injury, the Company will pay the appropriate amount of Benefits under Benefit D of this Policy.

Chiropractor and Chinese Physicians

Section D of the Policy extends to include treatment by Chiropractor and Chinese Physicians for Accidental Bodily Injuries other than fractures up to a limit of S\$500 per Insured Person for any one Accident or S\$1,000 per Policy in the aggregate for any one Period of Insurance.

Disappearance

Notwithstanding anything contained in the Policy to the contrary, if the body of the Insured Person is not found within one (1) year after the date of the disappearance following sinking or wrecking or destruction of that aircraft or conveyance in which he was travelling during the Period of Insurance, this shall be considered as constituting a valid claim under Benefit A of this Policy.

Any payment under this Extended Benefit is made subject to the requirement that the Policyholder and/or 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 alive, they undertake to and shall on demand, return to the Company any sums the Company have paid under this Policy.

Exposure

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

Food Poisoning

If the Insured Person suffers Accidental Bodily Injury from food poisoning, the Company will pay the amount appropriate to the Benefits shown in the Schedule of this Policy.

Full Terrorism Cover

This Policy will compensate up to the Capital Sum Insured per Insured Person for claims arising directly or indirectly from Act of Terrorism.

Where an Insured Person is insured under more than one Policy with the Company covering Act of Terrorism, the Company's maximum liability per Insured Person for Any One Event regardless of the number of Policies shall be limited to S\$500,000 per Insured Person and subject to the Conveyance Limit and/or Event Limit imposed on the policy as specified in the Policy Schedule, where applicable, whichever is the lower.

For the purpose of this Extension,

"Act of Terrorism" shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

"Any One Event" shall include all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area. Such cause is understood to be the Act of Terrorism which directly occasions the losses or triggered the chain of causation where there are several perils, which in an unbroken chain of causation, have occasioned the losses.

Full-Time National Service

If the Insured Person is required to serve Full-Time National Service on or after the commencement of the Period of Insurance, the Policy extends to cover the Insured Person once he is officially off-duty or he has officially signed off from army camp. However, anything or activities relating to or in connection with or arising directly or indirectly from full-time National Service are excluded from the Policy.

Insect / Animal Bites

In the event that the Insured Person suffers Accidental Bodily Injury through direct violent skin contact caused by an insect or animal, such injury shall be considered as constituting a valid claim under this Policy.

Motorcycling

This Policy is extended to cover motorcycling (whether as a rider or a pillion-rider) provided that at the time of sustaining Bodily Injury, the Insured Person is wearing a safety helmet, and not engaging in or practicing for racing and hill climbing contests and reliability trials and speed or duration testing.

Repatriation Expenses

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

Reservist Training

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

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

If the Insured Person suffers Accidental Bodily Injury caused by Riot, Strike, Civil Commotion, Hijack, Murder and Assault, the Company will pay the amount appropriate to the Benefits under the Policy, provided that such Accidental Bodily Injury does not arise out of or in connection with the Insured Person's participation, collaboration or provocation of such act.

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

Suffocation by Smoke, Poisonous Fumes, Gas & Drowning

In the event that the Insured Person sustains Accidental Bodily Injury caused by suffocation by smoke, poisonous fumes, gas or drowning, the Company will pay the appropriate amount of Benefits under the Policy.

EXCLUSIONS

1. The Company shall not be liable under the Policy for any claims directly or indirectly due to, arising or resulting from:
 - a) 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;
 - b) intentional self-injury, suicide or attempted suicide (whether felonious or not) while sane or insane, wilful and/or intentional act, provoked assault, intoxication, insanity, venereal disease or AIDS, childbirth or pregnancy (excluding accidental miscarriage) or abortion or any complication following therefrom;
 - c) the Insured Person engaging in or practising for or taking part in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, underwater activities involving the use of underwater breathing apparatus, bungee jumping, sky diving, hang-gliding, paragliding, parachuting or any activities in aerial balloon whilst airborne, motor rallies or any kind of racing other than on foot or any sports in a professional capacity unless otherwise agreed in writing by the Company;
 - d) the Insured Person engaging in aerial activities or air travel except as a fare paying passenger in any properly licensed aircraft being operated by a Licensed airline in accordance with published schedules of flights or timetables or in a properly licensed multi-engined aircraft being operated by any other licensed commercial air carrier;
 - e) bodily injuries requiring surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy;
 - f) the Insured Person engaging in military, naval or air force service, police, civil defence service other than Reservist Training during peacetime;

- g) the Insured Person engaging in the following occupations unless otherwise agreed by the Company and specified in the Schedule:
 - (i) Pilots, aircrew or any occupation involving aviation activities
 - (ii) Full-time military personnel
 - (iii) Police force personnel
 - (iv) Fire fighters
 - (v) Construction / unskilled workers
 - (vi) Ship crew or workers on board vessels, oil and gas rig workers, offshore workers, stevedores, shipbreakers
 - (vii) Welders
 - (viii) Professional sports teams
 - (ix) Occupation involving height (exceeding 30 feet above ground or floor level) and/or works underground and/or travel beyond normal speed on land and/or handling of hazardous chemical / electricity
 - (x) Woodworking related
 - (xi) Professional divers and jockeys
 - h) illegal acts of the Insured Person or an Insured Person's beneficiary;
 - i) or is contributed to by, the Insured Person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction;
 - j) or is contributed by, any medical condition, pre-existing conditions, physical defect or infirmity;
 - k) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.
2. This Policy does not cover any Accident directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radioactivity 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.
 3. The compensation provided by this Policy shall not apply to nor include any Accident and/or Bodily Injury directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
 4. Accidental Death shall not in any way be presumed by reason of the disappearance of the Insured Person except in the event of the total loss by shipwreck of the ship or aircraft of the aircraft in which the Insured Person was travelling except as provided for in the Extended Benefits. The onus of proof of the Accident and the disappearance of the Insured Person as provided for in the Extended Benefits shall in all cases rest with the claimant.
 5. This Policy does not cover 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.
 6. This Policy does not cover any person under the age of six (6) months or over the age of seventy (70) unless otherwise agreed and specified in the Schedule.

PROVISIONS

- a) Persons eligible for cover under this Policy unless otherwise agreed by the Company and specified in the Schedule are:
 - (i) a person whose age is between sixteen (16) years and seventy (70) years and must be a Singapore Citizen, Singapore Permanent Resident or expatriate or foreigner who is holding a valid employment pass, work permit, dependent pass, student pass or Social Visit Pass, and who is residing in Singapore;
 - (ii) the Policyholder's Employees under the payroll of a Singapore-based office and who are residing in Singapore, where the Policyholder is a corporate company.

For the purpose of Item (a) above, Social Visit Pass shall mean social visit pass with a validity period of at least twelve (12) months or more.

- b) The Benefit for Permanent Disablement shall be a percentage equivalent to the degree of disability. The scale in the Table of Benefits under Benefit B states the percentage appropriate to the forms of Permanent Disablement specified. For forms of Permanent Disablement not specified, the degree of disability will be assessed by comparison with the percentage shown in the scale.

Where the injury is not specified, the Company will adopt a percentage of disablement which in its opinion is not inconsistent with the provisions in the Table of Benefits under Benefit B.

- c) The Benefits under this Policy shall, except for benefits payable under Benefit D, be paid in addition to any other insurance benefit to which the Insured Person may be entitled under any other policy or policies but subject to terms specified under individual Benefits.
- d) 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 Accident.
- e) 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.
- f) Before the Company will pay the Permanent Total 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 the Company's reasonable satisfaction to be permanent and without expectation of recovery. However, if it can be proved to the reasonable satisfaction of the Company that Permanent Total Disablement from all gainful employment is permanent, then the Company may at their discretion pay the relevant compensation as specified in the Table of Benefits set out under Benefit B before the expiry of twelve (12) months.
- g) Loss of Sight or Limb or Hearing or Speech must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the relevant compensation as specified in the Table of Benefits under Benefit B.
- h) If Benefit B is payable in respect of the same Insured Person for more than one form of Permanent Disablement as a result of the same accident, the total of the percentages payable shall not exceed 100% of Benefit B.

- i) The maximum benefits payable in the aggregate in any one Period of Insurance under Benefits A, B and C shall not exceed 125% of the Capital Sum Insured.
- j) No compensation shall be payable under Benefit B 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.
- k) For Policies issued under corporate / company name to cover a group of individuals or family units, the Company's maximum liability in respect of Death or Disablement occurring whilst the Insured Persons are to the Policyholder's knowledge traveling in the same conveyance at the same time shall not in the aggregate exceed the Limit Any One Conveyance as stated in the Schedule of this Policy or its equivalent in any other currency.

GENERAL CONDITIONS

1. Interpretation

This Policy and the Schedule together with the Proposal Form, Application, endorsements, memoranda and any other information furnished by the Policyholder and/or Insured Person shall be read together as one Policy and any word or expression to which a specific meaning has been attached in any part of the Policy 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 and/or any other information furnished by the Policyholder and/or Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. Claims Notification

The Policyholder and/or Insured Person must notify the Company in writing within fourteen (14) days after the happening of any Accident which may give rise to a claim under this Policy.

4. Evidence Required

The Policyholder and/or Insured Person must produce to 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 agree to undergo 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.

6. Payment of Claim

- a) Where the Policy is issued to an individual or a family unit, any payment 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 or Probate and whose receipt shall be a total discharge to the Company of its liability under the Policy.
- b) Where the Policy is issued under corporate / company name to cover a group of individuals or family units, the Company shall treat the Policyholder, the employer, as the absolute legal and beneficial owner of this Policy. Any amount payable under this Policy shall be paid by cheque to the order of the Policyholder and such payment shall effectively discharge the Company from any further liability in respect thereof.

7. Interest

Interest will not be added to any payment.

8. Forfeiture

All payments under this Policy shall be forfeited in all of the following events:-

- a) If any claim on this Policy is 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 payment under this Policy;
- b) If the Bodily Injury is occasioned by the wilful act or with the connivance of the Policyholder and/or Insured Person.

9. 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 Policy 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 material changes noted above to the Company, and there is a claim for any payment thereafter, the Company may reject such claim or, at its discretion, adjust the payment.

10. Age Limit

- a) This Policy shall not cover persons under the age of six (6) months or over the age of seventy (70) years unless otherwise agreed and specified in the Schedule.
- b) Renewability will be considered up to age 75 years if he is enrolled before the age of 60 years, and there is no lapse in cover in the period or between Periods of Insurance. Thereafter, renewability will be considered up to a Capital Sum Insured of S\$50,000 up to age 85 years if the Insured Person is enrolled before the age of 60 years, and there is no lapse in the period or between Periods of Insurance.

11. 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 meet the eligibility criteria stated in the Policy.

- c) Coverage for any Insured Person will cease automatically if he/she has been physically absent from Singapore for more than one hundred and eighty (180) consecutive days during the Period of Insurance, unless prior agreement has been endorsed by the Company to extend the Policy to include such absence from Singapore and payment made of the additional premium chargeable. In such event, the Insured Person's cover will be terminated at 23:59 standard Singapore time on the one hundred and eightieth (180th) day after the departure from Singapore.
- d) The death of the Insured Person and where the Insured Person is the Policyholder, cover for all other Insured Persons will also terminate at the expiry of the Period of Insurance following the date of the death.
- e) Insured Person's violation of law resulting in imprisonment.
- f) Change in the Insured Person's employment, occupation or business, where such employment, occupation or business is excluded in this Policy.

12. Cancellation

This Policy 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 Policy may also be terminated at the option of the Company by giving seven (7) days' notice by registered letter to the Policyholder of the Insured Person at his last known address, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of the cancellation but subject to a minimum charge of S\$50 by the Company provided no claim has arisen during the then current Period of Insurance.

13. Other Insurances (Applicable to Benefit D only)

If at the time of any claim the Insured Person holds any other 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.

14. 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 appointed by the concurrence of the parties, and in the event of non-concurrence, each party shall respectively appoint an Arbitrator and two 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.

15. Renewal Procedure

At each renewal of this Policy, the Policyholder shall give written notice to the Company of any material fact affecting this Policy which has come to the Policyholder's knowledge including notice of any disease, physical or mental defect or infirmity affecting an Insured Person. Where the Company does not receive any notice, it shall be taken to mean that there has been no material change to the facts declared prior to the renewal. If any undeclared material change in facts is discovered subsequent to the renewal, the Policy shall be void.

16. 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 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 of all such information 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 and the Company confirms in writing acceptance of the statement.

17. Governing Law

This Policy is governed by and interpreted in accordance to the laws of Singapore.

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 Person 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 Person 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 Person 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 Person to the Company before cover incepts.

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.

• 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 Person may return the original policy document to the Company or intermediary within the "Free Look" period if the Insured Person decides to cancel the cover during the "Free Look" period. In such an event, the Insured Person will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.

• 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 \$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 installment 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 \$100,000 or more, that:
 - (a) the 1st installment 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:-
 - (i) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (ii) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note;AND
 - (b) the 2nd and subsequent installments, if any, of the total premium due, in such amounts as specified by the Company for each installment, 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 installment 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;
 - (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 minimum premium applicable for the policy.
3. In the event that the 2nd or any subsequent installment 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 installment has not been paid;
 - (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 installment has not been paid; and
 - (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 installment 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.