

# PA Smart 365

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## INTRODUCTION

1. This is an Accident policy and benefits will only be payable upon death or Injury as a result of an Accident occurring during the Period of Insurance. The benefits described below are subject to maximum limits or to a deductible. Please check the Policy Schedule for details. Benefits are payable only if the insured event affects an Insured Person while he/she is covered under this Policy.
2. Please read this Policy carefully to make sure You understand it. If You have any questions about this insurance, please call or write to Us. Contact details are shown both in this Policy and Your Policy Schedule.
3. Please inform Us immediately of any change in Your address and of any other change affecting You which requires an alteration to the Policy.
4. In the event where You may be entitled to receive a benefit under this Policy, please let Us know as quickly as possible, but in any event not exceeding **30 days** from occurrence of the Accident. This must be done in writing, addressed to Us, and evidenced by an acknowledgement from Us . We should point out that delays in notification could affect the validity of Your claim.

## GENERAL PROVISIONS

### 1. The Contract

- a. This Policy sets out the terms and conditions of a contract of insurance between Liberty Insurance Private Limited from here on called the Company and You, also known as Insured or Insured Person(s).
- b. We will provide the insurance to You according to the terms set out in this Policy, provided You pay the premium when due and We agree to accept it. The general conditions which appear in this Policy or in any Endorsement form part of the contract and must be complied with.
- c. It is important that You:
  - i. read the whole Policy to make sure that You understand the protection You have just bought; and
  - ii. are aware of the limits on the amounts We will pay You.

### 2. Interpretation

- a. This Policy including Your proposal form, attached forms and papers, declarations, digital transmissions of declarations, Schedule and any Endorsement and amendment, printed or via electronic mail, shall be read together as one contract and any one word or expression to which a specific meaning has been attached, shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.
- b. No change in this Policy shall be valid unless approved by Us and evidenced by an Endorsement reflecting the amendment on the Policy by Us.

### 3. Duty of Disclosure

- a. The accuracy of the information provided over the phone , via digital transmissions, or electronic mail, or in Your proposal form will form the basis of and be part of the contract. Before You enter into the insurance contract and during the Period of Insurance, You must tell Us every material information You know or could reasonably be expected to know which will affect Our decision on the coverage and the terms of the

insurance. If You are uncertain about whether a fact is relevant or not, You must tell Us about it. We will acknowledge receipt of acceptance of material information by stating these on the Policy Schedule. If You do not provide this information to Us, We may:

- i. reduce the amount payable for the claim under this Policy; or
  - ii. refuse to pay the claim that may arise; or
  - iii. cancel Your insurance Policy from inception.
- b. Material information will include but not limited to : Insured Person's previous claim history and insurance records, age, occupation, health and physical impairments, disease, Illness and usual country of residence.

#### **4. Eligibility and Scope**

##### **a. Eligible Person(s)**

- i. To be eligible for cover under this Policy, You must be aged between eighteen (18) and sixty-five (65) years old. The eligible age for Dependents Child / Children is from six (6) months to eighteen (18) years old, or up to twenty-five (25) years old, if they are still enrolled in an educational institution on full-time higher education. We may continue to renew cover for You up to age seventy-nine (79) subject to Our approval. To be eligible for cover, all Insured Persons must be Residents of Singapore who are permanently Residing in Singapore.
- ii. "Residents of Singapore" means Singapore Citizens and Permanent Residents.
- iii. "Permanently Residing" means residing permanently in Singapore during the Period Of Insurance but with the liberty to travel outside Singapore for a period not exceeding ninety (90) days at a time.
- iv. We may extend cover to an Insured Person who is not a Resident of Singapore subject to Our approval.

##### **b. Geographical Scope and Time Limits**

- i. This Policy covers an Insured Person in Singapore for twenty-four (24) hours unless otherwise amended or endorsed under this Policy.
- ii. This Policy also covers an Insured Person whilst he/she is Overseas, provided that the maximum period the Insured Person is outside Singapore is not more than ninety (90) days at a time.

## **DEFINITIONS**

These terms, wherever used in this Policy, are defined as follows:

TERM	MEANING
Accident/Accidental	An event or occurrence which is unintended, sudden, fortuitous and unforeseen.
Age	The current age. A person is considered to be of his/her current age until his/her next birthday.
Company	Liberty Insurance Private Limited
Confined / Confinement	Admitted to a Hospital for a continuous uninterrupted period of at least twenty-four (24) hours upon the advice of and under the regular care and attendance of a Physician and for which the Hospital makes a charge for

	room and board.
Country of Residence	The country of permanent residence, in which You are staying for a period exceeding ninety (90) consecutive days.
Dependent Child / Children	<ul style="list-style-type: none"> <li>a. An unmarried and unemployed child aged between six (6) months to eighteen (18) years; or</li> <li>b. An unmarried and unemployed child aged between eighteen (18) and twenty-five (25) years of age if he or she is enrolled in an educational institution on full-time higher education.</li> </ul>
Endorsement	An amendment to this Policy by an authorised person of the Company. Intermediary(ies) of the Company are not authorised to make any amendment.
Effective Date	The commencement date of insurance as specified in the Policy Schedule or Endorsement.
Financial Institution	Any financial institution in Singapore legally licensed by the Monetary Authority of Singapore.
Gainful Employment	Work by Insured where he/she derives an income, remuneration or profit.
General Practitioner / Physician	A person (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed or registered to practise western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
Hospital	<p>An establishment duly constituted and registered subject to the applicable national laws and regulations as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:</p> <ul style="list-style-type: none"> <li>a. has organised facilities for diagnosis, treatment and major surgery;</li> <li>b. provides twenty-four (24) hours a day nursing services by registered graduate nurses;</li> <li>c. is under the supervision of one or more Physicians at all times; and</li> <li>d. is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home, or a home for the aged, or similar establishment.</li> </ul>
Illness / Sickness	A physical condition marked by a pathological deviation from normal health state.
Infectious Disease	<p>Confirmed diagnosis by a Physician using internationally accepted medical diagnostic criterion, with acceptable clinical and laboratory evidence for the following:</p> <ul style="list-style-type: none"> <li>a. Avian Influenza</li> <li>b. Chikungunya Fever</li> <li>c. Dengue Haemorrhagic Fever</li> <li>d. Hand, Foot and Mouth Disease</li> <li>e. Influenza Type A H1N1</li> </ul>

	<ul style="list-style-type: none"> <li>f. Japanese Viral Encephalitis</li> <li>g. Malaria</li> <li>h. Nipah Viral Encephalitis</li> <li>i. Rabies</li> <li>j. Severe Acute Respiratory Syndrome (SARS)</li> <li>k. Zika</li> </ul>
Injury / Injuries	Bodily injury sustained by an Insured Person during the Period of Insurance and is caused by an Accident solely and independently of any other causes within twelve (12) calendar months from date of such Accident.
Insured / Insured Person(s)	The person/persons so described in the Policy Schedule.
Intensive Care Unit / ICU	A specialized department of a Hospital that provides intensive care medicine or critical care medicine for patient who are faced with life threatening medical emergency.
Loss	Complete severance or permanent functional disablement.
Loss of Hearing	<p>Permanent irrecoverable loss of hearing where:</p> <ul style="list-style-type: none"> <li>a. If a dB = Hearing loss at 500 Hertz</li> <li>b. If b dB = Hearing loss at 1000 Hertz</li> <li>c. If c dB = Hearing loss at 2000 Hertz</li> <li>d. If d dB = Hearing loss at 4000 Hertz</li> <li>e. <math>1/6</math> of <math>(a+2b+2c+d)</math> is above 80dB</li> </ul>
Loss of Speech	Disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
Loss of Sight	Total and irrecoverable loss of sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.
Loss of Limb	Physical severance of a hand at or above the wrist or of a foot above the ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg.
Loan(s)	Personal loans such as credit card, overdraft, cashline, car loan, housing loan, education loan and renovation loan from any Financial Institution, and taken up solely in his/her own name for his/her personal use.
Medical Expenses	<ul style="list-style-type: none"> <li>a. Expenses incurred within twelve (12) calendar months of sustaining an Injury, paid by the Insured Person(s), inpatient and/or outpatient expenses for the purpose of treatment to the Injury(ies) sustained in an Accident.</li> <li>b. These include expenses to General Practitioner, Physician, Traditional Chinese Medical Practitioner and dental surgeon, surgical, x-ray, medical services, supplies and medication.</li> <li>c. Expenses for dental treatment for injuries sustained does not include</li> </ul>

	<p>dental crowns, implants, cosmetic dental treatments and bridges.</p> <p>d. All treatment must be Reasonable and Customary in the location where the expenses were incurred and shall not exceed the total benefit payable.</p>
Nuclear, Chemical, Biological Weapon	<p>a. This means use of Nuclear, Chemical, or Biological agents, device, emission, discharge, dispersal, release, or escape of any solid, liquid, or gaseous for the purpose of destruction.</p> <p>b. Nuclear weapon or device means device such as bomb or warhead whose explosive and destructive power derives from the release of nuclear energy.</p> <p>c. Chemical agent means any compound which when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.</p> <p>d. Biological agent means any pathogenic (disease producing) micro-organism(s) and or biologically produced toxin(s) (including genetically modified organism and chemically synthesized toxin) which cause illness and / or death in humans, animals or plants.</p>
Overseas	Outside the Republic of Singapore
Pre-Existing Condition	<p>Any Injury, Illness, disease or conditions which, prior to the Effective Date of this Policy,</p> <p>a. had manifested itself, worsened, became acute, or developed symptoms for which an ordinary prudent person would have sought medical advice, diagnosis, care or treatment, or</p> <p>b. had been diagnosed, treated, hospitalised, recommended for treatment, or treated by a Physician, which requires the Insured Person to be hospitalised or take prescribed drugs or medicine.</p>
Principal Sum Insured	The Accidental Death Benefit of the Plan as stated on the Policy Schedule.
Policy Schedule / The Schedule	The Schedule issued to Insured, and forming part of the contract of this insurance policy.
Plan	The plan selected by Insured at time of application and as set out in the Policy Schedule.
Permanent	Lasting for a continuous period of twelve (12 ) calendar months and at the end of which is beyond any hope of improvement.
Permanent Disablement	<p>Injury which:</p> <p>a. falls into one of the categories listed in the Permanent Disablement (Scale of Benefits) Table and</p> <p>b. having lasted for a continuous period of twelve (12) calendar months from the date of Accident and at the end of that period, beyond hope of improvement.</p>

Permanent Total Disablement	Injury which, having lasted for a continuous period of twelve (12) calendar months from the date of the Accident and entirely prevents the Insured Person from engaging in Gainful Employment of any and every kind and from which there is no hope of improvement.
Period of Insurance	The period of cover shown in the Policy Schedule and for any following period, for which cover is extended by mutual agreement.
Reasonable and Customary Charges	Charges for medical care which do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar illness or injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. In Singapore, Reasonable and Customary Charges shall be deemed to be those laid down in the Singapore Medical Association's Schedule of Fees.
Temporary Total Disablement	Injury which solely and directly, totally disables and prevents an Insured Person from attending to his/her business or occupation (of any and every kind) for a period of time.
Traditional Chinese Medical Practitioner	A person (other than an Insured Person or a member of the Insured Person's immediate family) engaging in the practice of traditional Chinese medicine and/or acupuncture (including a herbalist or bonesetter), who is duly licensed or registered to do so according to the laws and regulations applicable in the geographical area of his/her practice.
Terrorism	Means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
Surgery	Any invasive surgical intervention.
We/Our/Us	Liberty Insurance Pte Ltd
You/Your	The Insured Person(s) as named on the Policy Schedule.



## BENEFITS

### Section 1 – ACCIDENTAL DEATH BENEFIT (PRINCIPAL SUM INSURED)

- a. If an Insured Person shall sustain Injury which results, solely and independently of any other causes, in death within twelve (12) calendar months from the date of the Accident, the Company will pay the amount for Accidental Death ( Principal Sum Insured ) as stated in the Policy Schedule.
- b. Benefits payable shall be reduced by any benefits already paid under Section 2 (PERMANENT DISABLEMENT ) and Section 5 (TEMPORARY TOTAL DISABLEMENT) in respect of the same Injury.

### Section 2 – PERMANENT DISABLEMENT BENEFIT

- a. If an Insured Person shall sustain Injury which results in Permanent Disablement falling within one of the categories listed in the Permanent Disablement (Scale of Benefits) Table below within twelve (12) calendar months from the date of the Accident, the Company will pay the Percentage of Principal Sum insured as stated in the Policy Schedule.
- b. Benefits payable shall be reduced by any benefit already paid under Section 5 (TEMPORARY TOTAL DISABLEMENT ) in respect of the same Injury.
- c. PERMANENT DISABLEMENT (SCALE OF BENEFITS) TABLE

Description		Percentage (%) of Principal Sum Insured
<ul style="list-style-type: none"> <li>Permanent Total Disablement</li> <li>Loss of two limbs</li> <li>Loss of both hands or of all fingers and both thumbs</li> <li>Total Loss of Sight of both eyes</li> <li>Total paralysis</li> <li>Injuries resulting in being permanently bedridden</li> <li>Any other injury causing Permanent Total Disablement</li> <li>Loss of one arm between or at shoulder to wrist</li> <li>Loss of one leg between or at hip to ankle</li> </ul>		100%
<ul style="list-style-type: none"> <li>Total Loss of Sight of one eye</li> </ul>		50%
<ul style="list-style-type: none"> <li>Loss of Sight of eye except perception of light</li> </ul>		50%
<ul style="list-style-type: none"> <li>Loss of lens of eye</li> </ul>		50%
<ul style="list-style-type: none"> <li>Loss of 4 fingers and thumb of one hand</li> </ul>		50%
<ul style="list-style-type: none"> <li>Loss of four fingers</li> </ul>		40%
<ul style="list-style-type: none"> <li>Loss of thumb</li> </ul>	<ul style="list-style-type: none"> <li>Both phalanges</li> </ul>	25%



	<ul style="list-style-type: none"> <li>One phalanx</li> </ul>	10%
<ul style="list-style-type: none"> <li>Loss of index finger</li> </ul>	<ul style="list-style-type: none"> <li>Three phalanges</li> <li>Two phalanges</li> <li>One phalanx</li> </ul>	10% 8% 4%
<ul style="list-style-type: none"> <li>Loss of middle finger</li> </ul>	<ul style="list-style-type: none"> <li>Three phalanges</li> <li>Two phalanges</li> <li>One phalanx</li> </ul>	6% 4% 2%
<ul style="list-style-type: none"> <li>Loss of ring finger</li> </ul>	<ul style="list-style-type: none"> <li>Three phalanges</li> <li>Two phalanges</li> <li>One phalanx</li> </ul>	5% 4% 2%
<ul style="list-style-type: none"> <li>Loss of little finger</li> </ul>	<ul style="list-style-type: none"> <li>Three phalanges</li> <li>Two phalanges</li> <li>One phalanx</li> </ul>	4% 3% 2%
<ul style="list-style-type: none"> <li>Loss of metacarpals</li> </ul>	<ul style="list-style-type: none"> <li>First</li> <li>Second</li> <li>Third</li> <li>Fourth</li> <li>Fifth</li> </ul>	3% 3% 2% 2% 2%
<ul style="list-style-type: none"> <li>Loss of toes</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>Great, both phalanges</li> <li>Great, one phalanx</li> <li>other than great, if more than one toe lost, each toe</li> </ul>	14% 5% 2% 1%
<ul style="list-style-type: none"> <li>Loss of hearing</li> </ul>	<ul style="list-style-type: none"> <li>Both ears</li> <li>One ear</li> </ul>	75% 15%
<ul style="list-style-type: none"> <li>Loss of speech</li> </ul>		50%

- i. Permanent total Loss of use of member of the body shall be treated as Loss of member of the body.
- ii. In the event of Permanent Disablement by Loss not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified above without reference to the profession or occupation of the Insured Person.
- iii. The total aggregate sum payable in respect of any one Accident shall not exceed 100% of the Principal Sum Insured.
- iv. Where an Insured Person sustains disablement which falls within more than one category for which a benefit may be payable, payment will be made under the category with the higher (or highest) benefit only. In particular, if a benefit is payable for Loss of a whole member of the body, then no benefit shall be payable for Loss of part of that member of the body.

### **Section 3 – MEDICAL EXPENSES BENEFIT**

- a. The Company will reimburse the Insured for the Medical Expenses paid for treatment of Injury, accidental contracting of Illness due to Infectious Disease, up to the amount as specified in the Policy Schedule per Accident.



- b. Expenses for dental treatment for Injuries sustained does not include dental crowns, implants, cosmetic dental treatments and bridges.
- c. When Insured is entitled to reimbursement for all, or part of such expense(s) from another source(s), the Company will be liable only for the excess of the amount recoverable from such source(s).
- d. We will pay the expenses as charged, or the Reasonable and Customary Charges, whichever is lower, provided such expenses are incurred within twelve (12) calendar months from the date of the Accident.
- e. Any benefits payable shall be reduced by any benefits already paid for the same Injury made under Section 4 (TRADITIONAL CHINESE MEDICAL TREATMENT).

#### **Section 4 – TRADITIONAL CHINESE MEDICAL TREATMENT**

- a. The Company will reimburse the Insured the Medical Expenses incurred for the treatment of Injury by a Traditional Chinese Medical Practitioner up to the limit in the Policy Schedule per Accident.
- b. The Medical Reimbursement Limits of Section 3 (MEDICAL EXPENSES BENEFIT) will be reduced by the amount paid out under this Section.
- c. We will pay the expenses as charged, or the Reasonable and Customary Charges, whichever is lower, provided such expenses are incurred within twelve (12) calendar months from the date of the Accident.

#### **Section 5 – TEMPORARY TOTAL DISABLEMENT BENEFIT**

- a. If an Insured Person who is Gainfully Employed shall sustain an Injury which results in Temporary Total Disablement within twelve (12) calendar months from the date of the Accident, the Company will pay a weekly income benefit as specified in the Policy Schedule, for up to a maximum period of one hundred and four (104) weeks from the date of Accident, for each Accident.
- b. You need to furnish medical proof of continuous disability as and when requested by the Company for any benefit to be paid to You.
- c. For any period where the disablement lasts for less than a week, the benefits payable will be pro-rated accordingly.

#### **Section 6 – DAILY HOSPITAL CASH BENEFIT**

- a. If an Insured Person is Confined to the Hospital due to Injury sustained as a result of an Accident, the Company will pay a Daily Hospital Cash Benefit as specified in the Policy Schedule up to a maximum period of one hundred (100) days per Accident.
- b. When there are two (2) or more periods of Confinement arising from the same or related Injury (including any complications arising therefrom), these will be deemed as one Confinement for purpose of computing the benefits under the Policy unless such periods of Confinement are separated by a minimum six (6) consecutive months.

#### **Section 7 – CREDIT ASSISTANCE**

- a. The Company will pay, up to the benefit amount stated in the Schedule, the Insured Person's outstanding Loan(s) due and owing to any Financial Institution in the event of his/her death arising from Injury sustained as a result of an Accident.
- b. We will not pay the benefit in respect of any Insured Person who are housewives, retirees and full-time students.
- c. This benefit will only be payable provided a valid claim is admissible under Section A (ACCIDENTAL DEATH BENEFIT) for the same accident.

## **EXTENSIONS**

This Policy shall extend to cover the following subject to the terms and conditions of the Policy :

**1. Accidental Miscarriage**

Injury resulting in accidental miscarriage which is not due to any natural causes, or sickness related to pregnancy or childbirth is covered under the terms of this Policy for Section 3 (MEDICAL EXPENSES BENEFIT).

**2. Amateur Sports and Activities**

Injury arising from participation in recreational sports and activities which are not competitive in nature is covered under the terms of this Policy. This will exclude any sports or activities which the Insured Person is participating in a professional capacity or from which the Insured Person could earn an income or remuneration.

**3. Bites from Insects and/or Animals**

Injury sustained as a result of insect and / or animal bites are covered under the terms of this Policy .

**4. Disappearance and Exposure**

- a. If the Insured Person is exposed to the elements due to an Accident and as a result of such exposure suffers an Injury, We will pay compensation subject to the terms of this Policy.
- b. If the Insured Person's body has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured Person was travelling in and it is reasonable to believe that the Insured has died as a result of Injury caused by an Accident, Section 1 (ACCIDENTAL DEATH BENEFIT) shall become payable subject to a signed undertaking by the Insured Person's legal representative that if this belief is subsequently found to be wrong, such benefit shall be refunded to Us.

**5. Drowning or Suffocation**

Injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered under the terms of this Policy provided that such Injury did not arise out of or in connection with the Insured's own wilful or intentional act.

**6. Flood and Other Convulsions of Nature**

Injury sustained as a direct result of flood and other convulsions of nature including but not limited to volcano eruptions, fire storm, wind storm, typhoon, hurricane, tornado, tsunami, earthquake, lightning strike, will be covered under the terms of this Policy.

**7. Food Poisoning**

Injury sustained as a result of food poisoning will be covered under the terms of this Policy.

**8. Hijack and/or Kidnap**

Injury sustained as a direct result of hijack and/or kidnap involving unlawful seizure, or exercise of control by force or violence, or by threat of force or violence, with wrongful intent of an aircraft, vessel or Public Conveyance, and which You are a victim, or hostage of kidnap, not a provocateur, will be covered under the terms

of this Policy. We will not pay if the hijack and / or kidnap is by one of the Insured Person(s) or any others related to the Insured Person(s) whether acting alone or in collusion with others.

**9. Infectious Disease**

Medical Expenses incurred for the treatment of the Infectious Diseases are covered under the terms of this Policy for Section 3 (MEDICAL EXPENSES BENEFIT).

**10. Motor Cycling**

Injury sustained from riding as a pillion or rider on a motor cycle, wearing proper safety helmet, and not engaging in racing, practice race, time trial, reliability trial, speed or duration testing, hill climbing, off road riding and riding of similar nature, will be covered under the terms of this Policy. Coverage is restricted within Singapore only.

**11. Murder and Assault**

Accidental death or Injury sustained as a direct result of the Insured being a victim of murder or assault will be covered under the terms of this Policy provided that such Injury did not arise out of or in connection with the Insured's own participation or provocation of any such act.

**12. National Service Full-Time and Reservist Training**

- a. If the Insured Person is required to serve Full-Time National Service (under Section 12 of the Enlistment Act Cap.93 of the Republic of Singapore) 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 has officially signed out from the military camp. However, any claims relating to or in connection with or arising directly or indirectly from Full-Time National Service duty are excluded from the Policy.
- b. Injury sustained by the Insured Person while or during the course of serving Reservist duty within Singapore (under Section 14 of the Enlistment Act Cap.93 of the Republic of Singapore), will be covered for up to 40 days under the terms of this Policy. We will not be liable for any Injury caused directly or indirectly as a result of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

**13. Strike, Riot and Civil Commotion**

Injury sustained as a direct result of Strike, Riot and Civil Commotion will be covered under the terms of this Policy provided that the Insured is not an active/direct participant of such activities or the Injury does not arise out of or in connection with the Insured's collaboration or provocation of such act.

**14. Terrorism**

- a. Injury sustained as a result of an act of Terrorism including the use of Nuclear , Chemical and Biological Weapon, will be covered under the terms of this Policy .
- b. We will not pay if the act of Terrorism is committed by any of the Insured Person(s) or any others related to the Insured Person(s) whether acting alone or in collusion with others.

## EXCLUSIONS

These Exclusions are applicable to the entire Policy.

We will not pay for claims directly or indirectly arising from:

1. AIDS (Acquired Immunisation Deficiency Syndrome) & ARC (AIDS Related Complex) & HIV (Human Immunodeficiency Virus) infection.
2. Any Accident to an Insured Person which arises in the course of his/her occupation, if his/her occupation falls within the following categories or involves the following activities: air crew, ship crew, professional sportspersons, professional diver, occupations involving diving, oil-rig platform, on-board vessel and/or offshore work, mining, welding, hot works, handling of explosives, stevedoring, aerial photography, fire-fighting, police, naval, military, airforce service or operations (other than whilst serving Reservist duty within Singapore and Full-Time National Serviceman once he is officially off-duty) and any occupations of hazardous nature example involving height, depth or heat.
3. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military, or usurped power.
4. Any Pre-Existing Condition.
5. Any unlawful or intentional act of an Insured Person, or his/her wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.
6. Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, provided that this exclusion does not apply to reconstructive surgery if:
  - a. it is carried out to restore function or appearance after an Accident (provided that the Accident occurred while the Insured Person was covered under this Policy); and
  - b. it is done at a medically appropriate stage after the Accident; and
  - c. the cost of the treatment is approved by Us in writing before it is done.
7. Any Infectious Diseases which are announced or classified as a pandemic or epidemic by the World Health Organisation (WHO) and health authority of Singapore. The coverage under Section 3 (MEDICAL EXPENSES BENEFIT) will cease immediately from the date of the announcement, and will restore when the pandemic or epidemic announcement or classification by the World Health Organisation (WHO) or health authority of Singapore is lifted.
8. Effect or influence of alcohol or drugs not prescribed by a qualified medical practitioner and the effect or influence of drugs prescribed by a qualified medical practitioner for the treatment of drug addiction.
9. Flying or other aerial activity except as a fare-paying passenger, not as an operator or crew member, in a properly

licensed aircraft operated by a licensed commercial air carrier or recognised charter company; or as passenger, not as an operator or crew member in a properly licensed private aircraft, as part of a business air travel.

10. Illness, disease, mental defect or infirmity, or insanity, bacterial or viral infections even if contracted by accident. This excludes bacterial infection that is the direct result of an accidental cut or wound, and any event which is provided for under Extension 3 (Bites from Insects and/or Animals) and Extension 9 (Infectious Diseases) of this Policy .
11. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component, except if due to an act of Terrorism.
12. Medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy.
13. Pregnancy, childbirth, abortion, miscarriage and all complications arising from such conditions, except where such treatment is rendered necessary by Injury within the scope of this Policy.
14. The Insured Person participating in any professional sports, deep sea diving utilizing hard helmet with air hose attachments, any kind of speed contest or racing (other than on foot), motor rallies, hunting, potholing, parachuting, sky diving, competitive snow or ice sports, caving, or hang gliding .
15. The following except undertaken on a leisure basis will not be covered : bungee jumping, ballooning, mountaineering or rock climbing necessitating the use of guides.
16. The Insured Person participating in any sports or activities in a professional capacity from which he or she could earn an income or remuneration.

## **GENERAL CONDITIONS**

### **1. Liability**

We will have no liability to pay any benefits under this Policy if You or any Insured Person

- a. fails to fully and truthfully disclose to Us, all material information known (or which could reasonably be expected to be known), before inception of this Policy, during the period of insurance, and upon each renewal;
- b. fails to properly observe and fulfill the terms and conditions of this Policy;
- c. makes any untrue statement;
- d. omits, suppresses or incorrectly states any material information affecting the risk;
- e. makes any claim that is fraudulent or exaggerated, or makes any false declaration or statement in support of a claim. The Company reserves the right to recover from You any amounts that may have already been paid out.

### **2. Changes in Circumstances**

If there is any change in circumstances affecting the risk, You must give Us immediate written notice and pay any additional premium that We may require. In particular, You must notify Us of any changes in occupation/business



or Country of Residence of any Insured Person. If You do not provide this information to Us, We may:

- a. reduce the amount payable for the claim under this Policy; or
- b. refuse to pay the claim that may arise; or
- c. cancel Your insurance Policy from inception.

### **3. Misstatement of Age**

If at the correct age an Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable, and our liability shall be limited to the refund of the premium paid without interest.

### **4. Policy Renewal**

This Policy is renewable at our option, subject to underwriting requirements being fulfilled and at the premium rates determined at that time by Us. An application for change of benefits to a different plan can only be made at renewal and is subject to our acceptance at that time. Where at renewal a request is made to hold cover, the maximum period that cover can be held will be fourteen (14) days. If at the end of this period the Policy is cancelled or lapsed for any reason whatsoever, You must pay Us a premium for the number of days the cover was held which will be calculated pro-rata on the renewal premium subject to minimum premium of S\$25 + GST.

### **5. Taking Precautions**

You and all Insured Persons must at all times take reasonable precautions to prevent accidents, loss or damage.

### **6. Automatic Termination**

Cover under this Policy for any particular Insured Person shall automatically terminate on the earliest happening of the following events:

- a. on the death of such Insured Person; or
- b. upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy; (provided that if an Insured Person satisfies the age eligibility requirements at the commencement of a Period of Insurance, his/her cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance); or
- c. Upon being convicted of a criminal act.

### **7. Cancellation/Termination of Cover**

- a. You have the right to cancel this Policy at any time by giving written notice to Us. If no claims have been made during the current Period of Insurance, We will grant You a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST.
- b. You have the right to terminate cover for any Insured Person at any time by giving Us written notice, and upon such termination, You will be granted a pro-rated refund of the premium paid in respect of that Insured Person corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST.
- c. We have the right to cancel this Policy or any Section of part of it by giving You thirty (30) days' written notice, and upon cancellation You will be granted a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance.

### **8. Right to Return Policy / Free Look**

In the event that You are not satisfied with the Policy for any reason and there are no claims on the Policy, it may



be returned to Us for cancellation with effect from inception, within fourteen (14) working days after receipt of the Policy by You. Any premium billed will be refunded without interest. This right to return Policy is applicable only to newly incepted policies.

#### **9. Payment of Benefits**

Any benefit payable under this Policy shall be paid to the Insured Person or to the Insured Person's legal representative or estate. Any payment made by Us in accordance with this condition shall in all cases finally and completely discharge Us of all our liability.

#### **10. Nomination of Beneficiary**

The nomination of beneficiary / beneficiaries under Section 49L and 49M of the Insurance Act (Cap. 142) for the purpose of disposition or payment of Policy money (ies) under this Policy shall not be permitted. Policy money(ies) shall be paid out in accordance with Policy terms and conditions, subject to Policy exclusions.

#### **11. Expenses Covered by Other Sources**

If You or any Insured Person becomes entitled to a refund or reimbursement of all or part of claimed expenses from any other source, or if there is in place any other insurance against the events covered, We will only be liable for the excess of the amount recoverable from such other source or insurance. This condition is only applicable to benefits whereby payment is on a reimbursement or indemnity basis.

#### **12. Claim Procedures**

- a. Written notice shall be given to Us as soon as possible and in any event within thirty (30) days of the occurrence of any event, which may give rise to a claim under this Policy.
- b. A claim form obtainable from Us upon request shall then be submitted to Us within thirty (30) days after the expiry period for which the claim is made, accompanied by the necessary supporting evidence of the occurrence, character and extent of loss.
- c. All certificates, receipts, information and evidence required by Us shall be supplied free of expense to Us, in the form prescribed by Us.
- d. Failure to comply with the time and procedure stipulated for the making of a claim in this clause may invalidate the claim and no benefit shall be payable under this Policy.
- e. We shall have the right and the opportunity through our medical representatives to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious beliefs. We will bear the expenses incurred in such examinations, unless the claim is proved to be invalid, in which case We shall be entitled to recover all the expenses so incurred from You.

#### **13. Legal Proceedings**

No legal proceeding may be commenced against Us prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms of the Policy, the Insured Person may, within a grace period of one (1) Section year from the time that the written proof of loss should have been furnished, submit the relevant proof of loss to Us with satisfactory reasons for the failure to comply with Policy terms. The acceptance of such proof of loss shall be at our sole and entire discretion. After such grace period has expired, We will not accept for



any reason whatsoever such written proof of loss.

**14. Mediation/Arbitration**

All disputes arising out of this Policy may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the mediation procedure for the time being in force, if the parties so agree. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

**15. Applicable Law**

This Policy shall be governed by and interpreted in accordance with the laws of Singapore.

**16. Contract ( Rights of Third Parties ) Act**

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

**17. Assignment**

This Policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

**18. Alterations**

We reserve the right to amend the terms and provisions of this Policy, and such amendment will be applicable from the effective date of such amendment. No alteration to this Policy shall be valid unless approved in writing by an authorised person of the Company and reflected in an endorsement. Intermediary (ies) of the Company have no authority to amend or to waive any of the terms and conditions of this Policy.

**19. Currency Exchange Rates**

Payment of all claims and benefits will be made in Singapore currency. Charges incurred in any other currency shall be payable in Singapore Dollars on the basis of the quoted exchange rate in effect on the date such charges were incurred.

**20. Clerical Error**

A clerical error by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

**21. Subsisting Insurance**

An Insured Person may only be covered under one PA Smart 365 Policy. Should an Insured Person try to obtain cover under more than one Policy, cover will only be effective under the Policy with the earliest issue date and the Insured Person shall not be covered under any other Policies issued subsequently, and any premiums paid under such policies shall be refunded without interest.

**22. Payment Before Cover Warranty (Individual)**

a. Notwithstanding anything herein contained but subject to clauses b and c 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 was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

- b. 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 was effected) on or before the inception date referred to above, then the Policy, 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, Renewal Certificate, Cover Note and Endorsement.
- c. In respect of insurance 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.

### **23. Premium Payment Warranty (Corporate)**

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

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.

### **24. Breach of Premium Warranty**

It is condition precedent that this insurance Policy is issued on the basis that the named Insured has never had any insurance (for the risk Insured) cancelled due solely or in part to a breach of premium payment warranty in the last twelve (12 ) months.