



**MSIG Insurance (Singapore) Pte. Ltd.**  
4 Shenton Way #21-01 SGX Centre 2  
Singapore 068807  
Tel: (65) 6827 7607 Fax: (65) 6827 7805  
Co. Reg. No. 200412212G

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## **Junior Care Insurance Policy**

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SPECIALLY ARRANGED FOR POSB/DBS BANK CUSTOMERS

Here is Your Junior Care Insurance Policy. Please read it now, to make sure that You have the cover You need.

It is important that this Policy document together with its Schedule, and any amendments or endorsement issued from time to time are read together to avoid any misunderstanding.

### **HOW YOUR INSURANCE OPERATES**

Your Policy is a contract between Us, the Company, and You, Our Insured named in the Schedule. The application form, declaration and any information You gave to Us when applying for the Policy, are the basis of this contract. The Schedule and any endorsement made altering the terms of this Policy, form part of this Policy.

In return for Your payment of the premium, We will provide You with insurance cover as described in the Policy during the period of insurance or any subsequent period for which You pay and We accept the required premium.

### **OUR PROMISE OF SERVICE**

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so, please contact preferably in writing, Our Manager for Bancassurance, who will be ready to help You with Your concerns.

### **FREE LOOK CLAUSE**

If We are issuing this Policy to You for the first time, We will give You a "Free Look" period of 14 business days from the date You receive the Policy. If within these 14 days You tell Us that You do not want the Policy, We will cancel it from its start date and refund in full the premium You have paid so long as no claim has arisen. Please note You are assumed to have received the Policy within 3 days after We despatch it. The Free Look will not apply to renewals of Your Policy with Us.

## A GUIDE TO YOUR JUNIOR CARE INSURANCE POLICY

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### DEFINITION OF WORDS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy.

#### **Accident**

An event which happens suddenly, solely and directly caused by violent and external means and give rise to a result which the Insured Person did not intend or anticipate.

#### **Commencement Date**

Original inception date of cover under this Policy as shown in the Schedule.

#### **Daily Benefit**

Any compensation payable at an agreed rate per day.

#### **Field Trip**

A group excursion or outing (including overseas trip) organised by the Insured Person's School to a place away from the School that is part of the School's academic or enrichment program. Such trip may be scheduled during normal class hours or for extended periods outside of class, such as during school holidays. It does not include participation in the School's regular co-curricular activities (CCA).

#### **Hospital**

An institution which is legally licensed as a medical or surgical hospital in the country in which it is located to provide service primarily for reception, care and treatment of injured persons as Inpatients under the constant supervision of a Physician. These exclude nursing, rest homes or convalescent homes, institutions for treatment of substance abuse, mental institutions or geriatric wards and places for drug addicts or alcoholics or for any similar purpose.

#### **Hospitalisation**

The Insured Person's confinement in a Hospital for a continuous uninterrupted period of at least 24 hours upon the advice of and under the regular care and attendance of a Physician for which the Hospital makes a charge for room and board.

#### **Inpatient**

A patient whose medical care or treatment requires Hospitalisation.

#### **Insured Person**

Each of the persons described as such in the Schedule who meets the eligibility criteria set out in General Condition 3 of the Policy (excluding the Insured).

#### **Injury**

Bodily injury suffered anywhere in the world caused solely by Accident and not by sickness, disease or gradual physical or mental wear and tear.

**Nominated Account**

The POSB/DBS Bank account or credit card account selected by the Insured as the account to be debited or charged with the premiums due on this Policy.

**Outpatient**

A patient who does not require Hospitalisation but who visits a Hospital, clinic or associated facility for medical care or treatment.

**Pre-existing Conditions**

Any Injury, illness, condition or symptom which existed before the Commencement Date of the Policy for the Insured or the Insured Person concerned:

- for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable, or
- which before the Commencement Date of the Policy presented signs or symptoms of which the Insured or the Insured Person concerned was aware or should reasonably have been aware.

**Policy Year**

A period of twelve (12) consecutive months starting from the Commencement Date of this Policy and each consecutive period of 12 months for which this Policy remains in force.

**Physician**

A properly qualified medical practitioner licensed by the competent Medical Authorities of the country in which treatment is provided to practice Western medicine and surgery, and who in rendering such treatment is practicing within the scope of his or her licensing and training.

**Schedule**

The Schedule containing details of the Insured, the Insured Person(s), type of cover selected and the Period of Insurance. The Schedule forms part of the Policy.

**School**

An institution in Singapore that provides full time formal education, which includes only kindergarten, primary school, secondary school, junior college, polytechnic, institute of technical education and university.

**Total and Permanent Loss**

Permanent, physical severance or total and irrecoverable loss of use.

**Total and Permanent Loss of Limb(s)**

- a) Physical severance at or above the ankle or total and permanent loss of use of a complete foot or leg; or,
- b) Physical severance of the thumb and four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or severance or total and permanent loss of use of a complete hand or arm.

**Usual Country of Residence**

The country in which the Insured Person is usually living at the Commencement Date.

**Weekly Benefit**

Any compensation payable at an agreed rate per week.

**We, Us, Our, the Company**

MSIG Insurance (Singapore) Pte. Ltd.

**You / Your / the Insured**

The policyholder named as Insured in the Schedule.

## THE BENEFITS

We will pay You the compensation for death or disablement or events (the Results) as described below if the Insured Person suffers Injury during the Period of Insurance which within 104 weeks of its happening is the sole cause of the death or such disablement or events:

RESULTS		COMPENSATION																				
A.	<p><b>Total and Permanent Disablement</b></p> <p>Permanent loss or disablement as specified below that is certified by a Physician:</p> <ol style="list-style-type: none"> <li>1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind</li> <li>2. Total and Permanent Loss of sight in both eyes</li> <li>3. Total and Permanent Loss of two or more Limbs</li> <li>4. Total and Permanent Loss of sight in one eye and one Limb</li> <li>5. Total and Permanent Loss of speech</li> <li>6. Total and Permanent Loss of hearing in both ears</li> <li>7. Total and Permanent Loss of sight in one eye</li> <li>8. Total and Permanent Loss of one Limb</li> <li>9. Total and Permanent Loss of hearing in one ear</li> </ol>	<p>A percentage of the Sum Insured specified in the Schedule. The percentage payable is shown below against each Result:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"></td><td style="text-align: right;">100%</td></tr> <tr><td>1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind</td><td style="text-align: right;">100%</td></tr> <tr><td>2. Total and Permanent Loss of sight in both eyes</td><td style="text-align: right;">100%</td></tr> <tr><td>3. Total and Permanent Loss of two or more Limbs</td><td style="text-align: right;">100%</td></tr> <tr><td>4. Total and Permanent Loss of sight in one eye and one Limb</td><td style="text-align: right;">100%</td></tr> <tr><td>5. Total and Permanent Loss of speech</td><td style="text-align: right;">100%</td></tr> <tr><td>6. Total and Permanent Loss of hearing in both ears</td><td style="text-align: right;">100%</td></tr> <tr><td>7. Total and Permanent Loss of sight in one eye</td><td style="text-align: right;">50%</td></tr> <tr><td>8. Total and Permanent Loss of one Limb</td><td style="text-align: right;">50%</td></tr> <tr><td>9. Total and Permanent Loss of hearing in one ear</td><td style="text-align: right;">25%</td></tr> </table>		100%	1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%	2. Total and Permanent Loss of sight in both eyes	100%	3. Total and Permanent Loss of two or more Limbs	100%	4. Total and Permanent Loss of sight in one eye and one Limb	100%	5. Total and Permanent Loss of speech	100%	6. Total and Permanent Loss of hearing in both ears	100%	7. Total and Permanent Loss of sight in one eye	50%	8. Total and Permanent Loss of one Limb	50%	9. Total and Permanent Loss of hearing in one ear	25%
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B.	<p><b>Field Trip Double Indemnity</b></p> <p>Permanent loss or disablement as specified below that is certified by a Physician arising from the Insured Person's participation in any Field Trip during the Period of Insurance:</p> <ol style="list-style-type: none"> <li>1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind</li> <li>2. Total and Permanent Loss of sight in both eyes</li> <li>3. Total and Permanent Loss of two or more Limbs</li> <li>4. Total and Permanent Loss of sight in one eye and one Limb</li> <li>5. Total and Permanent Loss of speech</li> <li>6. Total and Permanent Loss of hearing in both ears</li> <li>7. Total and Permanent Loss of sight in one eye</li> <li>8. Total and Permanent Loss of one Limb</li> <li>9. Total and Permanent Loss of hearing in one ear</li> </ol> <p>Where a claim under Result A and Result B arises from the same occurrence, this Policy will only pay for the claim under either Result A or B, but not both.</p>	<p>A percentage of the Sum Insured specified in the Schedule. The percentage payable is shown below against each Result:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"></td><td style="text-align: right;">100%</td></tr> <tr><td>1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind</td><td style="text-align: right;">100%</td></tr> <tr><td>2. Total and Permanent Loss of sight in both eyes</td><td style="text-align: right;">100%</td></tr> <tr><td>3. Total and Permanent Loss of two or more Limbs</td><td style="text-align: right;">100%</td></tr> <tr><td>4. Total and Permanent Loss of sight in one eye and one Limb</td><td style="text-align: right;">100%</td></tr> <tr><td>5. Total and Permanent Loss of speech</td><td style="text-align: right;">100%</td></tr> <tr><td>6. Total and Permanent Loss of hearing in both ears</td><td style="text-align: right;">100%</td></tr> <tr><td>7. Total and Permanent Loss of sight in one eye</td><td style="text-align: right;">50%</td></tr> <tr><td>8. Total and Permanent Loss of one Limb</td><td style="text-align: right;">50%</td></tr> <tr><td>9. Total and Permanent Loss of hearing in one ear</td><td style="text-align: right;">25%</td></tr> </table>		100%	1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%	2. Total and Permanent Loss of sight in both eyes	100%	3. Total and Permanent Loss of two or more Limbs	100%	4. Total and Permanent Loss of sight in one eye and one Limb	100%	5. Total and Permanent Loss of speech	100%	6. Total and Permanent Loss of hearing in both ears	100%	7. Total and Permanent Loss of sight in one eye	50%	8. Total and Permanent Loss of one Limb	50%	9. Total and Permanent Loss of hearing in one ear	25%
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C.	<p><b>Medical Expenses – Outpatient</b></p> <p>Medical and surgical fees or charges necessarily incurred for Outpatient care or treatment as a result of Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a Physician and/or at a Hospital prescribed by such Physician.</p>	<p>Reimbursement up to the Sum Insured specified in the Schedule in respect of any one Injury.</p>																				

RESULTS		COMPENSATION
D.	<p><b>Medical Expenses – Inpatient</b></p> <p>Medical, surgical, hospital fees or charges necessarily incurred for Inpatient care or treatment as a result of Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a Physician and at a Hospital prescribed by such Physician.</p>	Reimbursement up to the Sum Insured specified in the Schedule in respect of any one Injury.
E.	<p><b>Reconstructive Surgery</b></p> <p>The cost of medically necessary surgical procedure incurred for</p> <ul style="list-style-type: none"> <li>• Facial reconstruction surgery, or</li> <li>• Skin grafting due to burns surgery.</li> </ul> <p>Provided such surgical procedure is carried out in a Hospital for treatment of Injury suffered by the Insured Person during the Period of Insurance and such surgical procedure must be provided by or ordered by a Physician as medically necessary.</p> <p>“Facial reconstruction surgery” means the undergoing of plastic or reconstructive surgery (restoration or reconstruction of the shape and appearance of facial structures above the neck which are defective, missing, damaged or misshapen) which, in the opinion of our medical adviser, is medically necessary for the treatment of facial disfigurement being a direct result of any Accident requiring Inpatient treatment and subsequently the performance of such surgery.</p> <p>“Skin Grafting due to burns” means the undergoing of skin grafting due to burns resulting to full thickness skin destruction of at least 10% of the body surface area of the Insured Person.</p> <p>Correction of facial disfigurement is excluded under this benefit.</p>	Reimbursement up to the Sum Insured specified in the Schedule in respect of any one Injury.
F.	<p><b>Daily Hospitalisation Cash</b></p> <p>Hospitalisation of an Insured Person in the Hospital as a direct result of any Injury certified by a Physician.</p>	The Daily Benefit specified in the Schedule, for a period not exceeding 180 days from the commencement of the first Result to occur.
G.	<p><b>Post Hospitalisation Allowance</b></p> <p>For every seven (7) consecutive days which the Insured Person is prescribed medical or Hospitalisation leave by the attending Physician upon the discharge of an Insured Person from Hospital following Hospitalisation as a direct result of any Injury.</p>	The Weekly Benefit specified in the Schedule, for a period not exceeding 10 weeks from the date of first discharge from Hospitalisation.
H.	<p><b>Lifestyle Aids</b></p> <p>The purchase or rental cost of mobility aids such as crutches, wheel chairs, bed pans, commodes and the like for an Insured Person necessarily and reasonably incurred and prescribed by a Physician.</p>	Reimbursement up to the Sum Insured specified in the Schedule in respect of any one Injury.

RESULTS		COMPENSATION
I.	<p><b>Transport Allowance</b></p> <p>Ambulance service or public transport fees reasonably incurred to transport the Insured Person for follow-up medical treatment by a Physician in Singapore.</p>	Reimbursement up to S\$50 per month, subject to the Sum Insured specified in the Schedule in respect of any one Injury
J.	<p><b>Bereavement Allowance</b></p> <p>Death of an Insured Person.</p>	The Sum Insured specified in the Schedule.

Additionally, We will pay You the compensation as described below if the Insured Person suffers any of the following specified illnesses (the Results) during the Period of Insurance:

RESULTS		COMPENSATION
K.	<p><b>Special Daily Hospitalisation Benefits</b></p> <p>Hospitalisation of an Insured Person in the Hospital as a direct result of any of the following illnesses certified by a Physician:</p> <ul style="list-style-type: none"> <li>• Influenza A (H1N1)</li> <li>• Dengue Fever / Dengue Haemorrhagic Fever</li> <li>• Hand, Foot and Mouth Disease (HFMD)</li> <li>• Food Poisoning</li> </ul>	The Daily Benefit specified in the Schedule, for a period not exceeding 90 days from the commencement of the first Result to occur.

We will pay the Compensation as described below to Your (the Insured's) estate:

RESULTS		COMPENSATION
L.	<p><b>Child Education Fund</b></p> <p>The compensation for death if You (the Insured) suffer Injury during the Period of Insurance which within 104 weeks of its happening is the sole cause of the death.</p>	The Sum Insured specified in the Schedule.

#### COMPENSATION LIMITS

##### — IN RESPECT OF ANY ONE INSURED PERSON AND THE INSURED AS THE CASE MAY BE

1. Compensation will not be payable for:

- (a) any specific item of Result A (or Result B, where applicable) where that item is also comprised in any other item of Result A (or Result B, where applicable) for which a greater amount of Compensation is payable in the circumstances.
- (b) Result J in addition to any Result A (or Result B, where applicable) if caused by the same Accident, except that if a payment has been made under any part of Result A (or Result B, where applicable) and death occurs subsequently solely caused by and within 104 weeks of the Accident, then We will pay any difference if the Compensation payable for Result J is greater than that already paid for Result A (or Result B, where applicable).
- (c) more than 100% of the Sum Insured for either Result A or Result B (whichever is the higher) in the aggregate for any or all of Results for any one Insured Person.

- (d) Result A.1 (or Result B.1 where applicable) until 26 weeks have elapsed since the happening of the Injury. If We are reasonably satisfied that the disablement from employment is total and permanent, We may partly or wholly waive this waiting period.
  - (e) Result A where compensation for Result B is payable in the circumstances.
2. Result F, Result G and Result K will not be payable for any period of time subsequent to the death of the Insured Person.
  3. Result F, Result G and Result K will be payable when the total amount has been agreed, or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by Us of written notice of the Injury.
  4. Nothing will be payable in respect of Result C, Result D, Result E, Result H and Result I if there is any other insurance in force covering the loss or if You or the Insured Person are entitled to indemnity from any other source, provided that We will not be relieved of liability under any of these Results so far as concerns any excess beyond the amount payable under such other insurance or indemnity.
  5. The limits of compensation specified above will apply regardless of the number of times the Policy is renewed.

## **EXTENSIONS**

### **(NOT APPLICABLE TO THE COVERAGE FOR THE INSURED)**

The following extensions apply to this Policy (except for the coverage under Result L in respect of the Insured) and are subject otherwise to the terms, conditions and exceptions of this Policy. Except as expressly stated, these extensions do not override the existing terms, conditions and exceptions of this Policy.

#### **1. Traditional Chinese Medicine (TCM) Treatment**

Result C (Medical Expenses – Outpatient) covered by this Policy extends to cover TCM treatment expenses necessarily and reasonably incurred and supported by receipts from a licensed or registered Chinese physician in Singapore for an amount not exceeding \$500 in the aggregate. We shall not be liable for more than \$30 per consultation, and there cannot be more than one consultation per day.

#### **2. Motorcycling**

This Policy covers motor-cycling by the Insured Person as a pillion-rider only provided that at the time of Accident, the Insured Person is wearing a safety helmet, and not engaging in or practicing for racing and hill climbing contests, reliability trials, speed or duration testing.

#### **3. Riot, Strike, Murder and Assault**

This Policy is extended to cover Injury sustained by the Insured Person as a result of riot, strike, murder and assault, provided that such Injury does not arise out of or in connection with the Insured Person's participation, collaboration or provocation of such act.

#### **4. Suffocation by Smoke, Poisonous Fumes, Gas & Drowning**

Any Result sustained by an Insured Person due to suffocation by smoke, poisonous fumes, gas and drowning shall be deemed to be Injury sustained by an Insured Person provided that such Injury does not arise out of an Insured Person's wilful and intentional act.

#### **5. Disappearance**

We will presume that an Insured Person has died if he or she is missing for 12 consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by an Injury. However, if at any time after payment of compensation under this Policy for such death the Insured Person is found to be living, such compensation shall be refunded to Us.

## 6. Exposure

If an Insured Person suffers an Injury and then, in consequence of that Injury suffers death or disablement as a result of exposure to the elements, We will consider such death or disablement as having been caused by an Injury.

## 7. National Service (applicable to male Insured Person only)

This Policy is extended to cover Injury sustained by the Insured Person when conscripted to serve National Service as full time national serviceman in the Singapore Armed Forces (SAF), Singapore Police Force (SPF), or the Singapore Civil Defence Force (SCDF). Provided that We will not be liable to pay any compensation if the Insured Person was taking part in or was present at any military, navy or air force operation during actual warfare or any insurrection or any expedition or operation of a war-like character either as a combatant or non-combatant when the Injury was sustained.

## GENERAL CONDITIONS

The conditions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permits, conditions precedent to the right to recover from Us.

### 1. Co-operation

As a condition precedent to the Company's liability, the Insured or the Insured Person or his/her representatives shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the Insured or Insured Person knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the Insured's or the Insured Person's expense, from any doctor or hospital or other source.

### 2. Reasonable Precautions and Material Changes

The Insured or the Insured Person must take all reasonable precautions to prevent and minimise any Injury and the Company must be informed immediately in writing of any material information or change of circumstances which may increase the possibility of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.

### 3. Eligibility (applicable to Insured Person only)

Unless We agree in writing otherwise, any person You wish to insure under this Policy (except for the Insured) must be named as an Insured Person in the Schedule and must at the Commencement Date of the Policy be the following:

- (i) Your biological or legally adopted child aged below 16 years old; and
- (ii) dependent on You financially and not working as an apprentice or in any job for which a salary or other form of remuneration is paid,

with his/her Usual Country of Residence as Singapore.

### 4. Usual Country of Residence

As a condition precedent to liability, the Company must be informed in writing of any change in the Usual Country of Residence. A permanent change in the Usual Country of Residence is deemed to occur when the Insured Person lives or intends to live in another country for more than six (6) consecutive months. The Company reserves the right to continue cover on the terms and conditions it considers appropriate to the new country of residence or to decline to continue cover under the Policy.

### 5. Automatic Renewal of Coverage

Unless the Insured or the Company exercises the right to cancel the Policy or the Policy is terminated, the Policy will be renewed automatically from year to year so long as premium is paid when due.

## 6. Premium Payment

Subject to the Company's agreement in writing, premium can be paid on a monthly basis or on an annual basis.

- (a) If Premium is Paid Monthly
  - i) The first monthly premium is payable on the Commencement Date and subsequent monthly premiums are due on the same date on each succeeding month.
  - ii) Each payment must be paid by direct debit instruction or charged to Your Nominated Account.
  - iii) We are immediately entitled to the balance of the annual premium payable for the entire Policy Year if a claim arises in respect of that Policy Year. We reserve the right to deduct the balance of the annual premium from any claim amount due.
- (b) If Premium is Paid Annually
  - i) The first annual premium is payable on the Commencement Date and subsequent premiums are due on the same date on each succeeding year.
  - ii) Each payment must be paid by direct debit instruction or charged to Your Nominated Account or by cheque.
- (c) Changes in the frequency of premium payments to or from monthly or annual payments cannot be made unless the Company, on receipt of a request to do so by the Insured, allows otherwise.

## 7. Alterations

- (a) At each renewal of this Policy, We have the right to vary the premium payable and all other terms, conditions and exceptions of the Policy. We will notify You of any such change at least 30 days before the renewal date. Your continued payment of premium after We give such notice will mean that You accept the change.
- (b) If the date of birth of the Insured or the Insured Person has been incorrectly stated, the benefits will be amended by Us having regard to the true date of birth. If the true date of birth is such that, had it been known to Us at the time of the Policy was proposed for, We would not have issued the Policy, then We may cancel the Policy and no benefits will be payable.
- (c) Any other misrepresentation of or failure to disclose material facts by the Insured or Insured Person, will entitle the Company to alter, amend or cancel the Policy having regard to the true facts. A material fact is any information that could influence the Company in its assessment of the proposal.

## 8. Cancellation

Either the Insured or the Company may cancel this Policy by giving the other party 30 days notice in writing sent to the last known address. Refunds of premium in respect of a period of insurance will be made as follows:

- (a) If the Insured cancels the Policy, the Company will make a refund of premium that the Insured has paid on pro-rated basis from the date of cancellation provided no claim has arisen in relation to that period of insurance and the amount refundable is more than S\$10.00.
- (b) If the Company cancels the Policy, the Company will make a pro-rata refund of the premium paid.

## 9. Termination

- (a) The entire Policy will terminate and the cover for the Insured and all Insured Persons under it will cease immediately upon:
  - i) non-payment of premium by the due date as described in the Payment Before Cover Warranty of this Policy; or
  - ii) the cancellation of this Policy as described in General Condition 8.
- (b) Unless We have agreed otherwise in writing, the cover of an Insured Person under this Policy will terminate immediately in any of the following circumstances, whichever first occurs:

- i) when the Insured Person's Usual Country of Residence ceases to be Singapore;
- ii) when the Insured Person ceases to be dependent on You financially and working as an apprentice or in any job for which a salary or other form of remuneration is paid;
- iii) on the expiry of the Policy Year in which the Insured Person attains the following age limit:
  - 18<sup>th</sup> birthday if he/she is not undergoing education as a full time student in a School or
  - 23<sup>rd</sup> birthday if he/she is undergoing education as a full time student in a School or serving full time National Service.

#### **10. Legal Proceedings**

No action in law or equity shall be brought to recover under the Policy until after the expiration of 60 days from the date proof of claim has been furnished in accordance with the Policy conditions. The parties submit themselves to the exclusive venue and jurisdiction of the Courts of Singapore for the resolution of any conflict or dispute between the parties with regard to the Policy, save where the circumstances are governed by the Arbitration clause of the Policy.

#### **11. Arbitration**

- (a) Any difference of medical opinion in connection with the results of any Accident, Injury, illness, death or expense will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset and the umpire's decision shall be conclusive.
- (b) Where We have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to an independent arbitrator acceptable to the parties involved. Where any dispute is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

#### **12. Commencement of Arbitration or Court Action**

If the Company offers an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within 12 calendar months from the date of such an offer or disclaimer referred to arbitration as required under General Condition 11 or been made subject to pending court action, the claim shall be deemed to be abandoned and the Company shall have no liability in respect of it.

#### **13. No Trust**

The Company will not recognise or be affected by any notice of trust, charge or assignment relating to this Policy and the Insured's receipt or that of the Insured's legal personal representative shall in all cases effectively discharge Our liability

#### **14. Legal Personal Representatives**

The terms, exceptions and conditions of this Policy also apply to the legal personal representatives of the Insured or the Insured Person.

#### **15. Governing Law**

The Policy is to be construed according to the laws of the Republic of Singapore.

#### **16. Exclusion of Rights Under the Contracts (Rights of Third Parties) Act**

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

## CLAIMS CONDITIONS

The payment of claims under this Policy depends upon observance of its terms and conditions by You, and so far as they apply, by the Insured Person or any other claimant.

### 1. Notification of Claim

You must give written notice to Us of any event giving rise or likely to give rise to a claim under this Policy as soon as possible but in any case within 30 days of the happening of such an event.

### 2. Proof of Claim

The following must be provided to the Company all supplied at Your expense:

- (a) completed claim form after You notify Us of a claim;
- (b) information, evidence or supporting document including receipts, death certificates, medical certificates or medical reports which We may require;
- (c) the Insured's or Insured Person's or his/her legal personal representative's written consent to allow the Company to receive the results of any medical examinations and/or tests and/or medical history or records in respect of the Insured or the Insured Person concerned;
- (d) such other information that the Company may reasonably require;
- (e) if on the balance of medical fact or probability it is appropriate for the Company to decline a claim by virtue of the Pre-existing Conditions exclusion, the Insured or the Insured Person concerned shall have the right and the obligation to produce such medical evidence as the Company may reasonably require to enable the Company to reconsider the claim under the Policy.

### 3. Examinations

The Company is entitled to require:

- (a) medical examinations of and/or tests on the Insured or Insured Person carried out by a medical examiner appointed by the Company at the Company's expense at such intervals as the Company may reasonably decide; and
- (b) a post-mortem examination, where this is not forbidden by law.

## GENERAL EXCEPTIONS

We will not pay any sum under this Policy in connection with:

1. Pre-existing Conditions, as defined in the Policy.
2. Injury caused by the Insured or the Insured Person concerned engaging in:
  - (a) air travel except as a passenger in a fully licensed passenger carrying aircraft;
  - (b) any trade, technical or sporting activity or as crew, all in connection with an aircraft.
3. Injury caused by the Insured or the Insured Person concerned engaging in or practising for:
  - (a) parachuting; skydiving; hang gliding; ballooning;
  - (b) any kind of race (other than on foot or swimming) or trial of speed or reliability;
  - (c) potholing, mountaineering or rock climbing necessitating the use of guides or ropes;
  - (d) underwater activities necessitating the use of compressed air or gas.

4. Injury caused by:
  - (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life);
  - (b) pregnancy or childbirth;
  - (c) insanity;
  - (d) any pre-existing physical or mental defect or infirmity;
  - (e) the Insured or the Insured Person concerned being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
  - (f) the Insured or the Insured Person concerned being under the influence of alcohol, unless it can be established to Our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Injury.
  
5. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof;
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - (e) any chemical, biological, bio-chemical or electromagnetic weapon.
  
6. death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
  - (b) any act of terrorism including but not limited to
    - (i) the use or threat of force, violence and/or
    - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If We say that any claim is not covered by this insurance by reason of any of these General Exceptions, then You have the burden of proving that the claim is covered.

## **PAYMENT BEFORE COVER WARRANTY**

1. Even if anything in the Policy says otherwise and subject to clauses 2 and 3 below, it is declared and agreed that the total premium due must be paid and actually received in full by the Company on or before the Commencement Date or subsequent due date ("due date") of the relevant coverage under the Policy.
2. In the event that the total premium due is not paid and actually received in full by the Company on or before the relevant due date, then the cover under the Policy for which premium is due will not attach and nothing will be payable by the Company in respect of that cover. Any payment received after the relevant due date will be of no effect whatsoever as regards such cover because the cover never attached on the Policy.
3. As provided in the Policy's "Free Look" provision, if the Insured decides to cancel the cover during the "Free Look" period, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance. The "Free Look" period does not apply to renewals of the Policy.

**IMPORTANT—** The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your Policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact MSIG or visit the GIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

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