



ERGO AccidentProtect Individual
Individual Personal Accident Policy

Summary of Benefits		Sum Insured (S\$)			
		Basic	Essential	Standard	Deluxe
Part	Core Cover				
1	Accidental Death and Permanent Disablement (ADPD) – Amount Payable as a lump sum in the event of Accidental Death or Permanent Disablement	100,000	200,000	300,000	500,000
	Double indemnity payable for ADPD due to: (i) ADPD whilst travelling as a passenger in any public conveyance (ii) ADPD resulting from Earthquake, typhoon, cyclone, hurricane and flood	200,000	400,000	600,000	1,000,000
2	Accident Medical Expenses Reimbursement Expenses incurred in-hospital and for out-patient treatment – Per disability due to an Accident or Infectious Disease	up to 3,000	up to 6,000	up to 8,000	up to 10,000
	Dental Treatment arising from an Accident Medical Expenses arising from Insect / Animal Bites, Dengue Fever, or Poisoning from food or drinks		up to 800 per occurrence (Sub-limit of Medical Expenses Reimbursement)		
3	Weekly Benefit For Temporary Total Disablement (TTD) Weekly benefit for up to 104 weeks for Total Temporary Disablement due to an Accident	100 per week	200 per week	300 per week	500 per week
4	Traditional Chinese Medicine Reimburse for treatment by a Chinese Physician rendering Traditional Chinese Medicine due to an Accident	up to 500	up to 750	up to 750	up to 1,000
5	Mobility Aid and Ambulance Services Reimbursement Reimbursement for the cost of ambulance services and purchase or rental of a wheelchair, crutches or hearing aids as prescribed by a Physician	up to 3,000	up to 4,000	up to 4,000	up to 5,000
6	Personal Effects and belongings Damaged as a result of an Accident	200	300	400	500
7	Cover for Dependent Children Complimentary cover for Dependent Children of up to 20% of all benefits except weekly Benefit for TTD (Part 3)	20%	20%	20%	20%
Add-on Cover 1					
8	Daily Hospital Income Pay daily income for each day you are hospitalized up to 1 year	100	200	250	300
9	Emergency Medical Evacuation Reimbursement of emergency evacuation expenses due to an Accident	Up to 20,000	Up to 30,000	Up to 40,000	Up to 50,000
10	Lifestyle Maintenance Payment to the Insured Person's immediate dependant family a monthly maintenance up to 12 months due to Accidental Death of the Insured Person	1,000	2,000	2,000	3,000
11	Compassionate Allowance Payment of a lump sum upon Accidental Death of an Insured Person	5,000	10,000	15,000	25,000
Add-on Cover 2					
12	Child Support Fund Payment of a lump sum for the benefit of the Insured Person's Dependent Children upon the Accidental Death of the Insured Person	10,000	15,000	20,000	25,000
13	Income Protection	6 months' salary, up to 30,000	6 months' salary, up to 30,000	6 months' salary, up to 30,000	6 months' salary, up to 30,000
14	Loan Protector	up to 3,000	up to 3,000	up to 3,000	up to 3,000

All of the above are subject to the applicable Plan stated in the Policy Schedule.

Terms and Conditions

Whereas the **Policyholder** by a proposal and declaration which together with all statements made by the **Policyholder** in writing will be the basis of this contract and is deemed to be incorporated herein, has applied to ERGO Insurance Pte. Ltd. (hereinafter called The **Company**) for the insurance in respect of each **Insured Person** named or described in the **Policy Schedule** hereto.

The **Policy Schedule**, at the place where the **Policy** was issued, will contain important information relevant to **Your** insurance including the **Period Of Insurance**; **Your** premium, the limits; and whether any standard terms need to be varied by the way of endorsement. All periods of insurance shall begin and end at 12:01 a.m., standard time, at the place where the **Policy** was issued.

By a proposal in consideration of the payment of premium to **Us** specified in the **Policy Schedule**, and subject to the definitions, limitations, exclusions, terms, conditions and general provisions contained or endorsed in this **Policy**, and on the basis of the truth of the proposal and declaration submitted and statements made by **You** or the **Insured Person**, **We** will insure the person(s) named in the **Policy Schedule** (herein called the **Insured Person**) and promise to pay indemnity for loss to the extent provided under this **Policy** whilst this **Policy** is in force.

Duty Of Disclosure

Prior to **Us** agreeing to issue this **Policy**, **You** have a duty to tell **Us** anything which is material to **Our** decision to insure **You**. **You** have a duty to provide **Us** with material information before that could not have been expected and which **We** agree to insure **You** under this **Policy**, or renew, vary or extend Your **Policy**. If **You** are unsure as to what information is material **You** should disclose it to **Us**. The information **You** provide us must be correct and true. **You** do not need to tell us anything which reduces the risk **We** insure you for, is common knowledge, **We** know or should know as an insurer, or where **We** waive **Your** duty to provide **Us** with material information. If **You** do not disclose material information or provide **Us** with incorrect information, **We** may cancel, avoid or discharge **Your Policy** or reduce **Our** liability under the **Policy** if **You** make a claim, and have the additional right to refuse to pay a claim or avoid **Your Policy** and retain **Your** premium. Please note that if **Your** failure to disclose material information is fraudulent **We** may refuse to pay a claim and treat the policy contract as if it never existed.

Part I: Definitions

Accident means a sudden, unforeseen and unexpected event happening by chance that could not have been expected and which results in the **Insured Person** suffering death, disablement or **Injury**. An **Accident** must occur during the **Period of Insurance** and after the **Effective Date** of cover for the **Insured Person**.

Accidental Death means **Injury** which is caused by an **Accident** during the **Policy Period** which results in the **Insured Person's** death.

Accidental Death During Public Conveyance means the death of an **Insured Person** by or as a result of an **Accident** while travelling as a fare paying passenger on a **Common Carrier**.

Acquired Immune Deficiency Syndrome or **AIDS** means such meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Sickness in the presence of a sero-positive test for HIV provided that:

- (a) **Malignant Neoplasm** includes but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an Illness, or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- (b) **Opportunistic Infection** includes but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

Activities Of Daily Living means Washing, Dressing, Feeding, Toileting, Mobility and Transferring:

- (a) **Washing** means the ability to wash in the bath, or shower or wash by other means.
- (b) **Dressing** means the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.
- (c) **Feeding** means the ability to feed oneself food after its preparation and being made available.
- (d) **Toileting** means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.
- (e) **Mobility** means the ability to move indoors from room to room on level surfaces.
- (f) **Transferring** means the ability to move from a bed to an upright chair or wheelchair, and vice versa.

Benefit / Benefits means the respective benefits as described in Part II Benefits of this **Policy** and Part IV Extensions – where applicable.

Chinese Physician means a registered herbalist, acupuncturist and bonesetter licensed under any applicable laws. The attending **Chinese Physician** shall not be **You**, any **Insured Person**, or **Your** or any **Insured Person's** business partner, employer, employee, agent, or a person who is related to **You** or any **Insured Person** in any way.

Civil War means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolutions, sedition, insurrection, coup d'etat and the consequences of martial law.

Common Carrier means any land, water or air conveyance operating under a valid license from the country that **You** are travelling from for the transportation of passengers for hire and which operate to fixed, established and regular schedules and routes. It does not mean taxis, nor does it mean any such conveyance if chartered or arranged as part of a tour even if such services are regularly scheduled.

Company/ ERGO/ We/ Us means ERGO Insurance Pte. Ltd.

Confinement means confinement for a continuous uninterrupted period of at least 24 hours in a **Hospital** as a **Resident In-Patient** upon the advice and under the regular care and attendance of a **Physician**.

Dentist means a person qualified as a dental practitioner (other than an **Insured Person** or a member of the **Insured Person's** immediate family or their business partners, employers or employees) by a degree in dentistry and duly licensed and/or registered with the relevant statutory dental board or council to provide dental treatment and who, in rendering dental treatment, is practicing within the scope of their licensing and training in the geographical area of practice.

Dependent Child means any unmarried biological, adopted or step child of the **Insured Person** who is between the age of fifteen (15) days and eighteen (18) years of age, or under the age of twenty five (25) years of age and a full time student undertaking a recognised course at a licensed tertiary education institution, and who is/are dependent on the **Insured Person** for at least 50% of his/her maintenance and support, and who is/are insured under the **Policy**.

Disablement means **Injury** that results solely and directly from an **Accident** and is independent of all other causes.

Effective Date means the date from which the cover under this **Policy** in respect of any **Insured Person** becomes effective.

Emergency Dental Treatment means a sudden change in an **Insured Person's** dental health which requires immediate and urgent medical treatment to avoid serious impairment to the **Insured Person's** dental health.

Emergency Medical Evacuation means:

- (a) the **Insured Person's** medical condition warrants immediate Transportation from the place where the **Accident** occurs to the nearest **Hospital** where appropriate medical treatment can be obtained or;
- (b) after being treated at a local **Hospital** the **Insured Person's** medical condition warrants Transportation to Singapore to obtain further medical treatment not available in the local **Hospital** in the region where the **Accident** occurred.

ERGO Assistance refers to the travel assistance program which comprises of a worldwide team of medical professionals and insurance specialists who are available twenty-four (24) hours a day for advice and assistance during medical emergencies faced by an **Insured Person** outside their usual country of residence.

Fracture means all types of fractures, but excluding hairline or minute fractures of bone unless otherwise stated.

Fractured Leg or Patella with established non-union means a complete break into two pieces; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the **Insured Person's** life.

Foreign War means armed opposition, whether declared or not declared between two countries.

Hospital means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a Hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- (a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (b) provides full-time nursing service by and under the supervision of a staff of nurses;
- (c) has a staff of one or more Physicians available at all times;
- (d) maintains organised facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
- (e) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts to receive treatment for their addiction and in addition shall not include the following:
 - (i) a mental institution; an institution confined primarily to the treatment of psychiatric disease including; the psychiatric department of a Hospital.
 - (ii) a place for the aged; a rest home; a place for drug addicts or alcoholics.
 - (iii) a health hydro or nature cure clinic; a special unit of a Hospital used primarily as a place for drug addicts or alcoholics, or a nursing, convalescent, rehabilitation, extended-care facility or rest home.

Insured Person(s) means the person(s) insured under this **Policy**.

Injury means an actual and identifiable physical injury sustained by the **Insured Person**, where such injury is solely and directly caused by an **Accident** and such Injury occurs within 365 days from the date of such **Accident** and within the **Policy Period**. Injury does not mean a **Pre-Existing Condition** or **Illness**.

Illness means a disease or sickness which causes a pathological deviation from the normal healthy state of the **Insured Person's** body commencing during the **Policy Period**. Illness does not include **Injury** or **Pre-Existing Condition**.

Infectious Disease means unequivocal, final and confirmed diagnosis of any of the following infectious diseases, as defined by internationally accepted medical diagnostic criteria, by a Registered Medical Practitioner, supported by acceptable clinical, radiological, histological and laboratory evidence:

- | | |
|--|---|
| 1) Severe Acute Respiratory Syndrome (SARS) | 11) Hand, Foot, Mouth Disease (HFMD) |
| 2) Dengue Fever / Dengue Haemorrhagic Fever | 12) Avian Influenza or 'Bird Flu' due to Influenza A Viral strains H1N1, H5N1, H9N2, H7N7 or H7N9 |
| 3) Variant Creutzfeldt-Jakob Disease (vCJD) or 'Mad Cow Disease' | 13) Chikungunya Fever |
| 4) Nipah Virus Encephalitis | 14) Mumps |
| 5) Japanese Viral Encephalitis | 15) Rubella |
| 6) Malaria | 16) Middle East Respiratory Syndrome (MERS) |
| 7) Pulmonary Tuberculosis | 17) Anthrax infection |
| 8) Measles | 18) Yellow fever |
| 9) Rabies | 19) Plague |
| 10) Melioidosis | 20) Legionnaires' disease |

Loss of a Limb means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle including a permanent loss of use of a complete hand or foot.

Loss of Fingers or Toes means loss by complete physical severance through or above a metacarpophalangeal or metatarsophalangeal joint.

Loss of Sight means the complete and irrecoverable loss of sight and is beyond remedy by any form of medical treatment or intervention.

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

Loss of Hearing means permanent and irrecoverable loss of hearing as determined by a **Physician**.

Medical Expenses means expenses incurred within 365 days of sustaining **Injury** and paid by the **Insured Person** to a **Physician** or **Chinese Physician, Hospital** and/or ambulance service for medical, surgical, X-ray, **Hospital** or nursing treatment, the cost of medical supplies and ambulance hire, and including the cost of treatment by a **Dentist** where such treatment is necessarily incurred to restore sound and natural teeth following an **Accident**. All treatment must be prescribed by a **Physician** or **Chinese Physician** in order for expenses to be reimbursed under this **Policy**. **Medical Expenses** shall not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the expenses were incurred had this **Policy** not been in place.

Original Sum Insured means the sum insured for the **Insured Person** in the first year that he is insured under this Policy for Accidental Death & Permanent Disablement. In the event there is a change in the Selected Plan, the Original Sum Insured shall mean the sum insured, before any bonus is applied:

- (i) on the first day of cover in the year in which the change was effected mid-term; or
- (ii) on the first day of cover in the year in which the change was effected at renewal.

Permanent as used in respect to Disablement means disablement that lasts more than three hundred and sixty-five (365) days following which there is no hope of improvement and the disablement is everlasting.

Permanent Total Disablement means disablement which:

- (i) continues for a period of three hundred and sixty-five (365) days, and
- (ii) is confirmed as total, continuous and **Permanent** by a **Physician** after three hundred and sixty-five (365) days, and
- (iii) entirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his or her life.

Physician means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the **Injury**, and who is not a relative of the **Insured Person**, unless otherwise approved by the **Company**. Physician does not include any Traditional Chinese Medicine (TCM) practitioner or other **Chinese Physician** unless such coverage is specifically provided by the **Company** under this **Policy** or by endorsement under this **Policy**.

Policy means this agreement, any endorsements, attachments or amendments hereto signed by the Company, which together constitute the entire agreement between the **Company** and the **Policyholder**.

Policy Schedule means the schedule, which is incorporated in and forms part of this **Policy**.

Policyholder means the person named as such in the **Policy Schedule**.

Period Of Insurance means the period stated in the **Policy Schedule** or such shorter time if the **Policy** ends in accordance with its terms or law.

Pre-Existing Condition means any Illness, disease or other condition which the **Insured Person** suffers prior to their enrolment under this **Policy** or a **Policy** issued by the **Company** for which this **Policy** is a replacement:

- (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment;
- (b) requires the **Insured Person** to take prescribed drugs or medicine; or
- (c) the **Insured Person** was being treated by a **Physician** or had treatment had been recommended by a **Physician**.

Resident In-Patient means an **Insured Person** whose **Confinement** is as a resident bed patient and whose **Confinement** is due to **Injury** covered by this **Policy** and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Riot and Civil Commotion means a gathering of persons (organised or unorganised) in disturbance of the public peace with the presence of violence, threats of violence, or the action of any lawfully constituted authority to suppress or attempt to suppress any such gathering.

Rule of Nines means a system used by physicians for assessing the percentage of the body surface affected by burns.

Salary means the regular wages detailed in an employment contract between the **Insured Person** and a third party organisation or where the **Insured Person** is self-employed, the average basic income of the **Insured Person** for the 6 months immediately preceding the time of the **Accident** which is supported by means of independently audited accounts, bank statements and invoices.

Second Degree Burn means a burn which both the epidermis and the underlying dermis are damaged.

Strike means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Terrorism means any actual or threatened use of force or violence by a Terrorist or Freedom Fighter directed at or causing damage, **Injury**, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorism. Terrorism shall also include any act, which is verified or recognised by the (relevant) government as Terrorism in the jurisdiction where such acts take place.

Temporary Total Disablement or **TTD** means **Injury** that entirely disables and prevents the **Insured Person** from attending to any part of the **Insured Person's** ordinary business profession or occupation (of any and every kind) or if the **Insured Person** has no business or occupation, from performing three or more **Activities Of Daily Living** for a continuous and uninterrupted period of time.

Temporary Partial Disablement or **TPD** means **Injury** that disables and prevents the **Insured Person** from attending to more than 50% of the **Insured Person's** ordinary business profession or occupation (of any and every kind), or from performing any one of the **Activities Of Daily Living** for a continuous and uninterrupted period of time.

Terrorist or **Freedom Fighter** means an individual or organisation, irrespective of ethnic, religious or ideological background or beliefs, which use violence or the threat of violence to promote their cause or beliefs. **Traditional Chinese Medicine** means treatment or medicine prescribed by a Chinese Physician.

Third Degree Burn means a burn resulting in the damage or destruction of the skin to its full depth and damage to the tissue beneath.

Traditional Chinese Medicine means treatment or medicine prescribed by a **Chinese Physician**.

Transportation means any land, water, or air conveyance.

You, Your or **Yours** means the **Policyholder**.

Part II – Benefits

Whilst this **Policy** is in force, if the **Insured Person** shall sustain **Injury** effected directly and independently of all other causes by **Accident**, the **Company**, shall on receipt and approval of proofs, will, subject to the terms, conditions, provisions, and limitations set out in this **Policy** and contained herein, pay the indemnity and other specified losses of the **Insured Person** sustained during the **Period Of Insurance** but only against the amount or **Benefits** stated in this **Policy** within the time limits indicated in this **Policy**.

Benefit 1 – Accidental Death & Permanent Disablement

The **Company** will pay for the **Insured Person** in respect of the following event, the percentage of the Sum Insured or the amount specified in the **Policy Schedule**, up to the specified limit applicable to the Selected Plan **Injury** in respect of the following which directly arises from an **Injury** or **Accidental Death**.

Table of Benefits

Section	Event of Loss	Compensation Payable % of Capital Sum Insured
A	Death	100%
B	Permanent Disablement	
1	Permanent Total Disablement	150%
2	Loss of or the Permanent total loss of use of two limbs	150%
3	Loss of or the Permanent total loss of use of one limb	125%
4	Permanent total Loss of Sight of both eyes	150%
5	Permanent total Loss of Sight of one eye	100%
6	Loss of or the Permanent total loss of use of one limb and Loss of Sight of one eye	150%
7	Loss of Speech and Hearing	150%
8	Permanent and incurable insanity	100%
	Permanent total loss of Hearing	
9	(a) Both ears	100%
	(b) One ear	30%
10	Loss of Speech	75%
11	Permanent total loss of the lens of one eye	75%
	Loss of or the Permanent total loss of use of four fingers and thumb of	
12	(a) Right Hand	85%
	(b) Left Hand	65%
	Loss of or the Permanent total loss of use of four fingers of	
13	(a) Right Hand	55%
	(b) Left Hand	45%
	Loss of or the Permanent total loss of use of one thumb	
14	(a) Both right phalanges	40%
	(b) One right phalanges	25%
	(c) Both left phalanges	30%
	(d) One left phalanx	20%
	Loss of or the Permanent total loss of use of fingers	
15	(a) Three right phalanges	20%
	(b) Two right phalanges	15%
	(c) One - right phalanx	10%
	(d) Three left phalanges	15%
	(e) Two left phalanges	10%
	(f) One left phalanx	5%
	Loss of or the Permanent total loss of use of toes	
16	(a) All-one foot	25%
	(b) Great toe-two phalanges	10%
	(c) Great toe-one phalanx	10%
	(d) Other than great toe, each toe	2%
17	Fractured Leg or Patella with Established Non-Union	20%
18	Shortening of leg by at least 5 cm	5%
C	Second and Third Degree Burns	
Head	Third Degree Burns of 20% or more of the total head surface area	100%
	Second Degree Burns of 10% or more of the total head surface area	50%
Rest of the body	Rest Third Degree Burns of 40% or more of the total body surface of area	100%
	Body Second Degree Burns of 40% or more of the total body surface area	50%
	Third Degree Burns of 25% or more, but less than 40% of the total body surface area	80%
	Second Degree Burns of 25% or more, but less than 40% of the total body surface area	40%
	Third Degree Burns of 15% or more, but less than 25% of the total body surface area	60%
	Second Degree Burns of 15% or more, but less than 25% of the total body surface area	30%

Special Conditions

- (a) The total compensation payable in respect of any disabilities due to the same **Injury** is arrived at by adding together the various percentages set out in the Table of Benefits set out above, but shall not exceed 150% of the Capital Sum Insured and there shall be no further liability under the **Policy** in respect of the same **Insured Person** for any **Injury** sustained thereafter during the **Period of Insurance**;
- (b) The **Company** shall in its absolute discretion determine the percentage payable for any **Permanent** disablement not otherwise provided for under each and every Event of Loss described above;
- (c) Where the Insured Person is left-handed, the compensation percentage in items 12 to 15 shall be reversed whereby the greater compensation percentage shall apply to the left hand and parts thereof.
- (d) Assessment of percentage of body affected by burns will be based on the **Rule of Nines** system.
- (e) For **Accidental Death** during **Public Conveyance** or due to earthquake, cyclone, typhoon, hurricane and flood, **We** will pay 200% of the sum insured as specified in the **Policy Schedule**.
- (f) The **Policy** will be cancelled in the event that 50% or more of Benefit 1 is paid to the **Insured Person**.

Benefit 2 – Accident Medical Expenses Reimbursement

We will reimburse an **Insured Person** for the **Medical Expenses** paid to a **Physician(s)** for treatment provided as a result of an **Injury** up to the sum insured stated in the **Policy Schedule**.

Provided that in the event the **Insured Person** becomes entitled to a reimbursement of all or part of such expenses from any other source, **We** will only be liable for the excess of the amount recoverable from such other source.

Benefit 3 – Weekly Injury Benefits for Temporary Total Disablement (TTD)

Whilst this **Policy** is in force and as a result of an **Accident** the **Insured Person** is totally and continuously disabled and prevented from performing each and every duty pertaining to the **Insured Person's** occupation, **We** will pay periodically the weekly indemnity amount specified in the **Policy Schedule**, for the period the **Insured Person** is prevented from performing each and every duty pertaining to the **Insured Person's** occupation, but in no case shall this level of indemnity exceed a period of 104 weeks for any one **Accident** and any one **Insured Person** during the **Period of Insurance**.

The amount insured under **TTD** is subject to a maximum of 75% of the **Insured Person's** weekly **Salary** or as per sum declared in the **Policy Schedule**, whichever is lower.

The indemnity will not be payable:

- (a) in excess of 104 weeks for any one **Injury**; and
- (b) unless the **Insured Person**, as soon as possible after the happening of any **Injury** giving rise to a claim under this **Policy**, procures and follows proper medical advice from a **Physician**.

Benefit 4 – Traditional Chinese Medicine

We will pay for expenses for **Traditional Chinese Medicine** or treatment attended by a **Chinese Physician** or chiropractor, which are necessarily incurred for an **Injury** suffered by the **Insured Person** arising from an **Accident**, up to the specified limit applicable to the Selected Plan.

Benefit 5 – Mobility Aid and Ambulance Fees Reimbursement

Where an **Accident** results in the **Insured Person** requiring the assistance of a mobility aid or wheelchair following the **Insured Person's** discharge from **Hospital** and as prescribed by the attending **Physician**, **We** shall reimburse the cost of ambulance services and the purchase or rental such equipment up to the specified limit applicable to the Selected Plan. Provided that in the event the **Insured Person** becomes entitled to a refund of all or part of such expenses from any other source, **We** will only be liable for the excess of the amount recoverable from such other source.

Benefit 6 - Personal Effects and belongings

We will pay up to the limit specified for any one **Accident** or **Period Of Insurance** for the cost of repair or replacement, after making proper allowance for wear and tear or depreciation, of the **Insured Person's** personal effects and belongings damaged in an **Accident** provided that an **Injury** is sustained and **Benefit 1, 2, 3 or 8** is also payable (in relation to a claim arising from the same **Accident**.)

Benefit 7 – Dependent Child's Cover

The **Policy** will cover each **Dependent Child** for up to 20% of **Benefits 1, 2, 4 & 5** only where both the **Dependent Child's** parents are the **Insured Persons** under this **Policy** upon inception or renewal.

In the event each parent of the **Dependent Child** is covered under different plans of this **Policy**, the **Dependent Child** will be covered for up to 20% of **Benefits 1, 2, 4 & 5** only under the plan with the lower sum insured.

Where the **Insured Person** is a single parent, or widow, widower, or divorcee, the **Dependent Child** will be covered for up to 20% of **Benefits 1, 2, 4 & 5** only pursuant to payment of a 40% premium loading of the chosen plan.

In the event the **Dependent Child's** parents are each covered under separate policies and both pay 40% premium loading to extend cover to the **Dependent Child**, the **Dependent Child** will be covered for up to 20% of **Benefits 1, 2, 4 & 5** only under the plan with the higher sum insured.

The following benefits are applicable only if specified in the policy schedule:

Benefit 8 – Daily In-Hospital Income

If as a result of an **Accident** the **Insured Person** is under **Hospital Confinement** but not for the purpose of convalescent rest, **We** will pay for the **Insured Person** the Daily Hospital Income up to the specified limit applicable to the Selected Plan for every complete day of **Hospital Confinement** up to 365 days per **Injury**.

Successive **Hospital Confinements** due to the same **Injury** are considered to be part of the same period of **Hospital Confinement**, unless the discharge date for the prior **Hospital Confinement** is separated from the admission date for the next **Hospital Confinement** by at least forty-five (45) days.

Benefit 9 – Emergency Medical Evacuation

When as a result of **Injury** whilst the **Insured Person** is travelling outside of Singapore and if in the opinion of **ERGO Assistance**, or an authorised representative of **ERGO Assistance**, it is judged **Emergency Medical Evacuation** is necessary **ERGO Assistance**, or the authorised representative, will arrange for the evacuation of the **Insured Person** based on the medical severity of the **Insured Person's** condition. **We** will pay directly to **ERGO Assistance** the covered expenses for such **Emergency Medical Evacuation**.

The **Transportation** arranged by **ERGO Assistance**, or an authorised representative of **ERGO Assistance**, may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of **Transportation** and the final destination to which the **Insured Person** shall be evacuated will be made by **ERGO Assistance**, or the authorised representative, and will be based solely upon medical necessity.

The amount stated in the **Policy Schedule** for **Emergency Medical Evacuation** is the maximum amount **We** will pay under this **Policy** for **Emergency Medical Evacuation**.

All Transportation arrangement made for evacuating the **Insured Person** must be:

- (a) by the most direct and economical route;
- (b) subject to **Our** prior approval;
- (c) arranged by **ERGO Assistance**, or one of its authorised representatives.

All costs and expenses for **Emergency Medical Evacuation** must be:

- (a) recommended by the attending **Physician**; or
- (b) required by the standard regulations of the conveyance transporting the **Insured Person**.

Benefit 10 - Lifestyle Maintenance

In the event of the **Insured Person's** **Accidental Death**, **We** will pay the Lifestyle Maintenance benefit up to the specified limit applicable to the Selected Plan in equal monthly instalments over a period of 12 months. At **Our** discretion **We** may also elect to pay this benefit in one lump sum.

Benefit 11 – Compassionate Allowance

In the event of the **Insured Person's** **Accidental Death**, **We** will pay the Compassionate Allowance up to the specified limit applicable to the Selected Plan.

Benefit 12 – Child Support Fund

In the event of the **Insured Person's** **Accidental Death**, **We** will pay the Child Support Fund Benefit up to the specified limit applicable to the Selected Plan for the sole benefit of the **Dependent Child**.

Benefit 13 – Income Protection

If an **Insured Person** sustains **Injury** due to an **Accident** which directly results in **Permanent Disablement** and termination of the **Insured Person's** employment due to their **Permanent Disablement**, **We** will pay a monthly Benefit based on the **Insured Person's** actual gross monthly **Salary** up to the specified limit applicable to the Selected Plan provided that:

- (a) The **Injury** occurs within the Period Of Insurance.
- (b) The **Permanent Disablement Benefit** under Section B of Benefit 1 is payable.
- (c) The **Insured Person** is gainfully employed or engaged in a legitimate business venture at the time of the **Accident**.

Special conditions applicable to Benefit 13:

- (i) This **Benefit** is not applicable to any **Insured Person** who is not gainfully employed or not engaged in any registered business at the time of the **Accident**, such as full-time homemakers or students.
- (ii) If the **Insured Person** is also claiming unemployment benefits under other income protection source, the amount payable under this **Benefit** will be reduced so that the total amount received by the **Insured Person** from all sources does not exceed the **Insured Person's** gross monthly **Salary**.

Benefit 14 – Loan Protector

We will pay the **Insured Person's** outstanding revolving line of credit, outstanding credit card liabilities, cashline, overdraft, education loan or home renovation loan taken out with any recognised local financial institutions registered with the Monetary Authority of Singapore (MAS) up to the amount stated in the Schedule of Benefits, if the **Insured Person** sustains **Injury** which results in the **Insured Person** suffering **Accidental Death** within twelve (12) months from the date of the **Accident**.

Special condition applicable to Benefit 14:

This **Benefit** is not applicable to any **Insured Person** who is not gainfully employed or not engaged in any registered business at the time of the **Accident**, such as full-time homemakers or students.

Part III: General Exclusions

The **Company** shall not be liable under this **Policy** and this **Policy** shall not pay for any claim directly or indirectly consequent upon the following causes:

1. An act of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), Civil War or Foreign War, rebellion or revolution.
2. An Insured Person engaging in naval, military or air force service or operations, Police, Fire Service, Civil Defence Forces (except peacetime reservist training or operationally ready national service under Section 14 of the Enlistment Act, Cap.93 of the Republic of Singapore for a period not extending beyond (40) days);
3. Whilst the **Insured Person** involved in underground work, off-shore work or operations.
4. Whilst the **Insured Person** is driving or riding in any kind of motorised sea, land or air race.
5. Whilst the **Insured Person** is in violation or attempted violation of the law or resisting arrest.
6. Directly or indirectly consequent on the Insured **Person** engaging in air travel other than as a passenger in any properly licensed private and/or commercial aircraft.
7. The Insured **Person** engaging in a sport in a professional capacity or where such person earns income or remuneration from engaging in such sport.
8. Any self-inflicted **Injury**, suicide or attempted suicide, deliberate exposure to exceptional danger (except in an attempt to save human life).
9. The **Insured Person's** own criminal act, suicide pacts or agreement while sane or insane.
10. The pregnancy, miscarriage (except if miscarriage is caused by an **Accident** as provided for under Part IV Extensions, Clause 11), abortion, childbirth, sterilisation, contraception as well as treatment of infertility of or by the **Insured Person**.
11. Any illness, disease or bacterial infection or **Injury** arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC), howsoever this syndrome has been acquired or may be named.
12. An assault provoked by the **Insured Person**.
13. The intoxication, drug abuse (including both prescription and illegal or prohibited drugs) of the **Insured Person** or insanity by natural causes
14. General check-up, convalescence, custodial or rest cure.
15. Dental disease, dental cure or surgery, cosmetic or plastic surgery or any elective surgery except when such surgery was necessary to treat or restore function after an **Accident Injury**.
16. Congenital anomalies and conditions arising out of or resulting therefrom.
17. Any mental psychiatric and/or nervous disorders including anxiety or depression, sleep disorders, convalescence of rest care, alcoholism and drug dependency treatment.
18. Pre-Existing Conditions as specifically defined under Part I – Definitions.
19. Any expenses incurred under **Benefit 9 Emergency Medical Evacuation** for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled trip.
20. Any **Accident, Injury**, or **Illness** directly or indirectly suffered, contributed or attributed to or caused by from or in any connection with any act of nuclear, chemical or biological events.
21. Any expenses incurred under **Benefit 9 Emergency Medical Evacuation** for a service not approved and arranged by ERGO Assistance or an authorised representative of ERGO Assistance, except that this exclusion shall be waived in the event the **Insured Person** cannot for reasons beyond his control notify ERGO Assistance during an emergency medical situation. In any event, **We** reserve the right to reimburse the **Insured Person** only for those expenses incurred for a service which ERGO Assistance would have provided under the same circumstances and up to the **Benefit** level stated in the **Policy Schedule**.
22. Any loss, costs, expense or liability recoverable by the **Insured Person** and/or **Policyholder** from any other source including any other insurance.
23. Any Injury which arises in the course of Your occupation if Your occupation falls under Occupation Class IV.

Part IV: Extensions
1. Geographical Limits

The coverage under this Policy is worldwide unless otherwise restricted by endorsement.

2. Assault, Hijack and Murder

Whilst this Policy is in force, it is extended to cover the **Insured Person** against **Accidental Death** or **Injury** where the **Insured Person** is a victim of assault, hijack or murder, which directly and independently of all other causes, results in **Accidental Death** or **Permanent Total Disablement**, provided that such **Injury** or **Accidental Death** does not arise out of the **Insured Person's** own participation or provocation of any such act.

3. Exposure and Disappearance

When by reason of any **Accident** covered by this Policy the **Insured Person** is exposed to the elements and as the result of such exposure suffers an **Injury** or **Accidental Death** for which compensation is otherwise payable hereunder such **Injury** or **Accidental Death** will be covered under the terms of this Policy.

If the body of the **Insured Person** has not been found within 365 days after the date of disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the **Insured Person** was travelling at the time of the **Accident** it will be presumed that the **Insured Person** suffered **Accidental Death** at the time of such disappearance, sinking or shipwreck.

4. Drowning and Suffocation by Gas, Poisonous Fumes or Smoke

Whilst this Policy is in force, it is extended to cover the **Insured Person** against **Accidental Death** or **Injury** due to drowning or suffocation by gas, poisonous fumes or smoke, which directly and independently of all other causes, results in **Accidental Death** or **Permanent Total Disablement** of the **Insured Person**, provided that such **Accidental Death** or **Injury** does not arise out of the **Insured Person's** wilful and intentional act.

5. Strike, Riot, Civil Commotion and Terrorism

Whilst this Policy is in force, it is extended to cover the **Insured Person** against **Accidental Death** or **Injury** due to **Strike, Riot, Civil Commotion** or **Terrorism**, which directly and independently of all other causes, results in **Accidental Death** or **Permanent Total Disablement** of the **Insured Person**, provided that such **Accidental Death** or **Injury** does not arise out of the **Insured Person's** wilful and intentional act.

6. Motor-Cycling

Whilst this Policy is in force, it is extended to cover the **Insured Person** against **Accidental Death** or **Injury** motor-cycling (whether as a rider or a pillion-rider) provided that at the time of sustaining **Injury** or **Accidental Death**, the **Insured Person** is wearing a safety helmet, and not engaging in or practicing for any racing or hill climbing contests, reliability trials and speed or duration testing.

7. Insect / Animal Bites

Whilst this Policy is in force, it is extended to cover the **Insured Person** where the **Insured Person** suffers **Injury** caused by an insect or animal provided that such event does not arise as a result of the **Insured Person's** wilful or intentional act. This section also extends to cover for Dengue Fever.

8. Infectious Diseases

Notwithstanding anything contained in the Policy to the contrary, **Benefit 2** of this Policy extends to cover claims arising from medical treatment of **Infectious Diseases**, but excludes any such claims where diagnosis of such infection is made within the first ninety (90) days from the inception date of cover under this Policy as well as any **Infectious Diseases** which have been announced as:

- (a) an epidemic by the Ministry of Health in Singapore or the Government of the Republic of Singapore until the epidemic is declared by the Ministry of Health as at an end; or
- (b) a pandemic by the World Health Organization (WHO), from the date of such announcement until the epidemic or pandemic is declared by WHO as at an end.

The reimbursement of the **Medical Expenses** under this extension is subject to the submission of blood test results by a **Hospital** or **Physician** which confirms the diagnosis of such **Infectious Disease** as proof of claim in addition to the other evidence as required by **Us** under the Policy. This extension has a 90-day waiting period from Your Policy Coverage Start Date.

9. Accidental Food and Drinks Poisoning

Whilst this Policy is in force, it is extended to cover the **Insured Person** where the **Insured Person** suffers from **Illness** due to accidental food poisoning (including food and drink poisoning) up to the amount referred to in the **Policy Schedule**. This extension has a 90-day waiting period from Your Policy Coverage Start Date.

10. Dental Treatment (Due to Accident only)

Whilst this Policy is in force, **We** will reimburse the **Medical Expenses**, incurred by the **Insured Person** within twelve (12) months from the date of an **Accident**, for emergency dental treatment performed by a **Dentist** to restore or treat the **Insured Person's** sound natural teeth following an **Accident**.

11. Miscarriage Due To an Accident

Whilst this **Policy** is in force, it is extended to cover the **Insured Person**, if the **Insured Person** sustains an **Injury** and as a result of such **Injury** suffers a miscarriage which is not attributed to any natural causes and/or sickness relating to pregnancy or childbirth.

12. Reservist Training

Whilst this **Policy** is in force, cover is extended to the **Insured Person** where the **Insured Person** is participating in peace time Singapore reservist duty (under Section 14 of the Enlistment Act Cap. 93 of the Republic of Singapore) for a period not exceeding 40 days. .

13. No Claim Bonus

The sum insured in respect of Accidental Death & Permanent Disablement as stated in the **Policy Schedule** will increase by 5% of the **Original Sum Insured** on each annual renewal provided that:

- (a) No claim had been made during the period of insurance immediately preceding the renewal.
- (b) The increase will only be applicable during the first 5 years from the inception date of the initial policy year and up to a maximum of 25% of the **Original Sum Insured**.
- (c) There has been no interruption of cover between the inception of the first year's policy and each subsequent renewal.
- (d) If a claim is paid during a policy year (Provided it is within the first 5 years from the inception of the first year's policy), there will be no increase in the sum insured for the subsequent renewal year. This is without prejudice to any further renewals provided no claim is paid.

14. Unscheduled Flight

Whilst the **Policy** is in force, if the **Insured Person** suffers an **Injury** that results in **Accidental Death** or **Permanent Total Disablement** while travelling as a fare-paying passenger in properly fixed wing private aircraft and/or helicopter (except corporate-owned private aircraft unless specifically declared and accepted by the **Company**, or any military aircraft) which is duly licensed for the regular transportation of passengers, the **Company** will pay the **Benefit** amount up to the amount stated in the Table of Benefits.

Part V: Other Policy Provisions

1. Entire Contract

The **Policy**, **Policy Schedule**, endorsements, application form, and declaration will be read together as one contract. Any word or expression to which a specific meaning has been ascribed in any part of the **Policy** wording and **Policy Schedule** will bear specific meaning wherever it may appear. No agent of the **Company** has the authority to change or waive any provisions of the **Policy**. No change of provisions will be valid unless approved by **Our** executive officer and such approval be endorsed hereon.

2. Change of Occupation

If the **Insured Person** engages in any occupation in which a greater risk of **Accident** than the occupation disclosed in the Proposal Form for this **Policy** the **Policyholder** should notify us of the change in occupation and obtain **Our** written agreement to the change in occupation (which may be subject to the payment of such reasonable additional premium as **We** may require as the consideration for such agreement) **We** will not pay and will not be liable for any claim in respect of or arising out of or in the course of such occupation, where approval to the same has not first been given by **Us**.

3. Change in Country of Residence

It is a condition precedent to liability under this **Policy** that **We** must be informed in writing of any change in the **Insured Person's** country of residence. A change in the country of residence will be deemed to mean the **Insured Person** living or intending to live in another country other than the **Insured Person's** country of residence at the **Effective Date** of this **Policy** in excess of 183 consecutive days. **We** reserve the right to continue cover on prevailing terms and conditions or decline to continue cover under this **Policy** upon receipt of such information.

4. Eligibility

- (a) The **Insured Person's** must be aged between 16 and 70 years old at their last birthday at the time of inception of the **Policy**.
- (b) The **Policy** will not be renewed for any Insured Person who is 75 years or over at their last birthday at the time of renewal of the **Policy**.
- (c) Cover for a **Dependent Child** is from 15 days to 18 years of age, or 25 years of age at last birthday where the Dependent Child is a full time student in an authorised and recognised tertiary institution.
- (d) If You are in Occupational Class IV, You will not be eligible for cover under this **Policy**.

5. Receipts and to whom Benefits Payable

Unless **We** otherwise agree in writing, all benefits payable under this **Policy** except **Benefit 9** – Emergency Medical Evacuation, shall be payable to the **Policyholder** on behalf of the applicable **Insured Person**, or where applicable their estate, spouse, partner or **Dependent Child**. **We** shall be entitled to treat the **Policyholder**, as the absolute owner of this **Policy** and shall not be bound to recognise any equitable or other claim to or interest in the **Policy**. **We** will not be committed by any notice of any trust, charge, lien, assignment or other dealing with the **Policy**. Payment by **Us** to the **Policyholder** of any **Benefit** or in relation to any obligation under this **Policy** will in all cases be effectual discharge of **Our** liability under this **Policy** in relation to such **Benefit** or payment, except **Benefit 9** – Emergency Medical Evacuation. In the event of any successful claim or demand made by any person or entity as beneficiaries in respect of any payment made to the **Policyholder**, the **Policyholder** agrees to indemnify **Us** in full.

6. Contracts (Rights of Third Parties) Act

The Policy does not create or confer any enforceable right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of the Statutes of Singapore on or by any party who is not a party to this **Policy** contract. **We** and the **Policyholder** may cancel this **Policy** in accordance with the cancellation provisions of this Policy or agree to any variation, waiver or settlement under **Policy**, without the consent of or giving notice to any third party.

7. Pre-Existing Condition under Preceding Policy

This **Policy** will provide cover to the **Insured Person** up to the level of **Benefit** available under this **Policy** or its preceding policy whichever is the lower, and subject to the terms, conditions and exclusions of this **Policy**, for a **Pre-Existing Condition** that the **Insured Person** suffers from at the **Effective Date** of this **Policy** and which arose after or during the period of the preceding policy and for which **Benefits** would have been payable had the preceding policy remained in force.

8. Medical Examination and Treatment

The **Insured Person** will at the **Insured Person's** expense furnish to **Us** all such certificates, information and evidence as may be required by **Us** and the **Insured Person** will whenever reasonably required to do so, arrange to submit to medical examination by a physician appointed by **Us**. In the event of the **Insured Person's** death, where it is not forbidden by law, **We** will be entitled to have a post-mortem examination at **Our** own expense, and notice will, where practicable, be given to **Us** before internment or cremation, stating the name and place of any inquest into the death of the **Insured Person**. In the event of any conflict of opinion between **Our** physician and the **Insured Person's Physician**, the opinion of **Our** physician will prevail and be binding on the **Insured Person** or the **Insured Person's** estate as the case may be. For the avoidance of doubt, where medical certificates/reports are required to be furnished, **We** will only accept medical certificates / reports issued by a **Physician**. Certificates or reports issued by a **Chinese Physician** will not be accepted.

9. Limitation of Time For Bringing Suit

If a claim is made under the Policy and is rejected by **Us**, **You** or **Your** legal personal representatives will commence arbitration proceedings in accordance with Part V - Other Policy Provisions, Clause 10 hereof within twenty four (24) months of such rejection, failing which **We** will be discharged from all liability whatsoever for such claim.

10. Arbitration

Any disputes arising out of this Policy shall first be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC), where it falls within FIDReC's jurisdiction. If the dispute cannot be referred to or resolved by FIDReC, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator.

11. Assignment

No assignment of interest under this **Policy** will be binding upon **Us** unless and until the original or a duplicate thereof is filed at **Our** office. **We** do not assume any responsibility for the validity of any assignment. No change of beneficiary under this **Policy** shall bind **Us**, unless consent thereto is formally endorsed hereon by an officer authorised by **Us**. No provision of **Our** charter, constitution or by-Laws shall be used in defence of any claim arising under this **Policy**, unless such provision is incorporated in full in this **Policy**.

12. Compliance with Policy Provisions

The due observance and fulfilment of the terms and conditions of this **Policy** so far as they relate to anything to be done or complied with and the truth to the best of **Your** or the **Insured Person's** knowledge and belief of the information furnished to **Us** in connection with this insurance shall be conditions precedent to **Our** liability.

13. Renewal

This Policy may be renewed with **Our** consent by payment of the premium in advance at **Our** prevailing rate of premium in force at the time of renewal.

14. Duplication of Cover

The **Insured Person** can only be covered under one Personal Accident Policy issued by **Us**. In the event that the **Insured Person** is covered under more than one such Personal Accident Policy, **We** will consider the **Insured Person** to be insured only under the Personal Accident Policy which provides the highest level of **Benefit**. Where the **Benefit** under each such policy is identical the **Company** will consider the **Insured Person** to be insured under the policy first issued.

15 Payment Before Cover Warranty

Notwithstanding anything contained in this **Policy**, **You** agree and acknowledge that:

- (a) The total premium due must be paid and actually received in full by **Us** (or the intermediary through whom this **Policy** was effected) on or before the **Effective Date** of the coverage under this **Policy**, Renewal Certificate or Cover Note.
- (b) In the event that the total premium due is not paid and actually received in full by **Us** (or the intermediary through whom this **Policy** was effected) on or before the **Effective Date**, the **Policy**, Renewal Certificate or Cover Note will be deemed to be cancelled immediately and no Benefits whatsoever will be payable by **Us** as cover never attached. Any payment received thereafter shall not affect the cancellation of the **Policy**, Renewal Certificate or Cover Note.
- (c) If payment of full premium is to be made by credit card or bank GIRO whether monthly, annually or at such period as may be agreed by **Us**, the submission to **Us** of a complete and properly signed GIRO form (or such other form as may be required by the card centre, bank or **Us**) to **Us** on or before the **Effective Date** will be deemed to be payment received by **Us**, subject to clause (d) below.
- (d) In the event of any rejection by the card centre or bank of the GIRO Form (or such other form as referred to in clause (d) or any inability by **Us** to obtain payment of the premium by credit card or GIRO deduction due to any reason, **We** will allow a second attempt for the charge and deduction of the outstanding premiums from the relevant card centre or bank. Should the second attempt fail for any reason, the **Policy**, Renewal Certificate or Cover Note will be deemed to be cancelled immediately effective from the day of the month when premium was due and unpaid and no Benefits whatsoever will be payable by **Us** as cover never attached. Any payment received thereafter shall not affect the cancellation of the **Policy**, Renewal Certificate or Cover Note.
- (e) In respect of coverage with the “Free Look” provision set out at Section 24 below, **You** may return the original **Policy** document to **Us** or the intermediary through whom this **Policy** was effected within the “Free Look” period if **You** decide to cancel the cover during the “Free Look” period. In such an event, **You** will receive a full refund of the premium paid to **Us** provided that no claim has been notified or made under the **Policy**.

16. Cancellation of Policy

- (a) **We** may cancel this Policy by sending to **You** 30 days’ notice in writing by registered post to **Your** last known address. The **Policy** will be deemed to be cancelled upon the expiry of 30 days from the date of posting of the notice. After we have cancelled the **Policy**, the proportionate part of any premium received in respect of the unexpired period of the **Policy** will be refunded to **You** as soon as possible.
- (b) **You** may cancel this **Policy** by sending written instructions to **Us**. Upon receipt of such instruction, cover under this **Policy** will cease immediately and the proportionate part of any premium received in respect of the unexpired **Period of Insurance** will be refunded to **You** as soon as possible provided that no cancellation may be made within 90 days of expiry of the **Policy** and no claims were made under the **Policy** from the **Effective Date** until the date of cancellation.
- (c) The **Policy** will immediately terminate on the happening of any one of the following events:
 - (i) on the date the **Insured Person** attains seventy-six (76) years of age;
 - (ii) in the case of a **Dependent Child** on the date on which he/she attains the maximum age as defined;
 - (iii) upon the **Insured Person’s** death;
 - (iv) when any premium due is not paid in accordance with Part V – Other Policy Provisions, Clause 18.
 - (v) upon the **Insured Person’s** resignation, withdrawal, cessation or termination of employment, with the **Policyholder**.

For the avoidance of doubt, refund of premium or a proportionate part thereof is not applicable in respect of termination under this sub-clause (c).

17. Compliance with Applicable Economic and Trade Sanctions Laws

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any cover hereunder to the extent that the provision of such cover or payment or such claim would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, the European Union or United Kingdom or United States of America.

18. Governing Law

This **Policy** shall be construed according to and governed by the laws of the Republic of Singapore.

19. Currency

All premiums and **Benefits** payable under this **Policy** will be in Singapore Dollars.

20. Occupation Class

We reserve the right to cancel this Policy from the Effective Date should an incorrect occupation class be indicated.

21. 14-Day Free Look Privilege

You have 14 days from the receipt of the **Policy** to examine the terms and conditions of the **Policy**. **You** may cancel the **Policy** within the 14-day "Free Look" period by written request to **Us** in which case all premium paid will be refunded, if a claim has not been made or notified under the **Policy** during the 14 day "Free Look" period. This provision is not applicable to any policies with terms of cover of less than one year and renewals.

22. Insurance Act (Chapter 142)

This **Policy** is issued in Singapore and subject to Insurance Act (Chapter 142) where **You** are ordinarily resident in Singapore at the date of **Your** application in respect of this **Policy**, unless otherwise stated. **You** are treated as ordinarily resident in Singapore if:

- i. **You** are a citizen of Singapore, unless **You** have resided outside Singapore continuously for 5 or more years preceding the application date of the **Policy** and are not currently residing in Singapore;
- ii. **You** are a permanent resident, unless **You** have resided in Singapore for less than a total of 183 days in the 12 months preceding the application date of the **Policy**;
- iii. **You** have a work pass or permit required under the Employment of Foreign Manpower Act (Cap.91A), unless **You** have resided in Singapore for less than a total of 183 days in the 12 months preceding the application date of the **Policy**; or
- iv. **You** have a pass or permit required under the Immigration Act (Cap.133) that has duration longer than 90 days and **You** have resided in Singapore continuously for at least 90 days in the 12 months preceding the application date of the **Policy**.

23. Automatic Renewal

Unless otherwise communicated to **Us** or to **You** (as the case may be) before the expiry date of the **Policy**, this **Policy** will automatically renew for another 12 calendar months upon expiry on existing terms, conditions and exclusions provided any material change has already been notified to and accepted by **Us** and the premium paid in accordance with the terms of this **Policy**.

24. Data Privacy

The **Company** holds data in accordance with the terms of the Personal Data Protection Act 2012 (No 26 of 2012 Statutes of Singapore). It may be necessary to pass data to other organisations that supply services associated with this **Policy**. **You** and each **Insured Person** has agreed that **We** may collect, use and process **Your** personal information and the personal information of the **Insured Person(s)** in order to verify information, investigate or process a claim under the **Policy**, or prevent and detect fraud, and that information provided to us may be shared whether in or outside of Singapore with:

- (i) **Our** group companies;
- (ii) **Our** (or **Our** group companies') service providers, reinsurers, agents, distributors, business partners;
- (iii) brokers, **Your** authorised agents or representatives, legal process participants and their advisors, other financial institutions;
- (iv) governmental / regulatory authorities, industry associations, courts, other alternative dispute resolution forums, for the purposes stated in **Our** Data Privacy Policy which include:
 - a) Processing, underwriting, administering and managing **Your** relationship with **Us**;
 - b) Audit, compliance, investigation and inspection purposes and handling regulatory/governmental enquiries;
 - c) Compliance with legal or regulatory obligations, risk management procedures and **Our** internal policies;
 - d) Managing **Our** infrastructure and business operations; and
 - e) Carrying out market research and analysis and satisfaction surveys.

Note: Please refer to the full version of **Our** Data Privacy Policy found at <https://www.ergo.com.sg/pdpa>.

If you have any questions about **Our** collection, use and disclosure of personal information **You** may contact **Our** Data Protection Officer at **DPO@ERGO.COM.SG**

Part VII: Claims Procedure

1. How to Make a Claim

Written notice of the claim under this **Policy** must be given to **Us** as soon as possible and in any case within 30 days after the **Injury, Accidental Death or Illness**. Notice given to **Us** by **You** or on **Your** behalf with information sufficient to identify the **Insured Person** will be deemed to be notice to **Us**. The notice of claim must be forwarded to the following address or such other address as **We** may notify:

ERGO Insurance Pte. Ltd.
5 Temasek Boulevard,
#04-05 Suntec Tower Five,
Singapore 038985

Claims Service: (+65) 6829 9195 (Monday – Friday, excluding public holidays: 8.30 AM to 5.30 PM)
Claims Fax: (+65) 6829 9247
Claims Email: claims@ergo.com.sg

2. Notice of Claim

Report within 30 Days of Loss

Any **Accident, Injury or Illness** which may give rise to a claim under this **Policy** should be reported to **Us** in writing within thirty (30) days or in any event, as soon as reasonably possible after the **Accident, Injury or Illness**. Failure to furnish **Us** with notice within the time provided in the **Policy** will not invalidate any claim but a failure to do so may result in **Us** being prejudiced and may give grounds for **Us** to reduce our liability under the **Policy**.

3. Proof of Loss

Upon receipt of a notice of claim, **We** will furnish **You** or the **Insured Person** with a claim form which must be completed and returned to **Us** setting out the full particulars of the claim under the **Policy**. The claim form and any original supporting documentation must be submitted to us within 15 days of receipt of the claim form. You or the **Insured Person** will also, at **Your** or their expense, at any time at **Our** request submit whatever documents **We** require in support of the claim as soon as possible and in any event within 60 days after receipt of notice of such request.

The **Company** shall have the right but not the obligation, at its own expense, to require the **Insured Person** to submit to medical examinations as often as may be necessary during the pendency of a claim hereunder and to have an autopsy performed in case of death, unless prohibited by law.

4. Time For Filing Proof Of Loss

Affirmative proof of loss must be furnished to **Us** at **Our** offices in case of a claim for loss of time from disability within 90 days after the termination of the period for which **We** are liable, and in case of a claim for any other loss, within 180 days after the date of such loss.

5. Physical Examination and Autopsy

Provided that **We** give reasonable notice, **We** shall be allowed to have any **Insured Person** medically examined or, in the event of an **Insured Person's** death, a post mortem examination carried out at **Our** expense.

6. Claims Investigation

In the event of a claim, **We** may make any investigation **We** deem necessary, and both **You** and the **Insured Person** will cooperate fully with such investigation. Failure by **You** or the **Insured Person** to cooperate with **Our** investigation may result in denial of the claim or cancellation of the **Policy**.

7. Processing and Payment of Claims

Subject to payment of the premium, **We** will take all reasonable steps to pay a valid claim promptly. Making Claims after **Your Policy** is cancelled does not affect your rights to make a claim under **Your Policy** if the Accident occurred and a **Benefit** was payable before the date that the cancellation became effective.

Important Note

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 ERGO Insurance Pte. Ltd. or visit the ERGO Singapore, GIA or SDIC web-sites (www.ergo.com.sg or www.gia.org.sg or www.sdic.org.sg).

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