EQ
Group Personal Accident

Insurance Policy

IMPORTANT NOTICE

Please read this Policy carefully and if there are any ambiguous terms or areas of uncertainty or if it is not in accordance with your requirements, kindly contact EQ Insurance Company Limited.

This Policy, the Policy Schedule, any Endorsement and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear

A Member of Citystate

This page is intentionally left blank

GROUP PERSONAL ACCIDENT INSURANCE POLICY

The Management advises the Policyholder to read the Benefits and Terms of insurance coverage carefully and if there are any ambiguous terms or areas of uncertainty in the Policy, please contact Us for clarifications

POLICY CONTENTS **PAGE**

1.	Introduction	4
2.	Definitions	5
3.	Description of Benefits	8
4.	Table of Compensation	10
5.	Extensions	11
6.	Exclusions	12
7.	General Conditions	14

INTRODUCTION

Please read this Policy carefully and ensure You understand it as it sets out the terms of a legal contract between You and Us.

The Policy, the Schedule and any Endorsements issued by Us shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

The information provided in the fact-finding form, supplementary questionnaires and any correspondences relating to the application shall form the basis of this contract. It is of utmost importance that you have fully and faithfully declared to us everything you know or could reasonably be expected to know that is relevant to our decision to give you the insurance. If it contains any information that is incorrect, please tell Us immediately. Otherwise, You may receive no benefit from this Policy even if a valid claim is made.

In return for having accepted Your premium, We agree to pay You the benefits for the selected plan specified on the Schedule, subject to the exclusions and conditions, clauses, definitions, endorsements contained or endorsed thereon.

If You feel there has been new developments or details in the Insured Person's health or occupational or leisure pursuits not conveyed to Us before We confirmed acceptance of Your application, please notify Us immediately.

DEFINITIONS

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

Accident / Accidental	An external event or occurrence which is unintended, sudden, fortuitous and unforeseen that solely & independently results in bodily Injury and not caused by any disease or illness.
Active Service	Active Service shall mean for an Insured Person to be: (a) employed by the Policyholder on a full-time permanent basis, including on contract terms; (b) actively working on a day which is one of the Policyholder's scheduled work days; (c) performing expected regular duties of his/her employment at the place assigned by the Policyholder. An Insured Person will be considered in Active Service on a day which is not one of the Policyholder's scheduled work days only if he/she was performing in the customary manner all the regular duties of his/her employment on the preceding scheduled work day.
Age	An Insured Person's current age, as of last birthday.
Chinese Physician	A person engaging in the practice of traditional Chinese medicine and/or acupuncture, who is duly licensed or registered to do so according to the laws and regulations applicable in the geographical area of his/her practice. The Chinese Physician cannot be You, Your business partner or agent, Your employer or employee, or a person related to You by blood, marriage or adoption.
Chiropractor	A legally licensed practitioner in chiropractic medicine who is registered and can practice within the scope of their license under the laws of the country. The Chiropractor cannot be You, Your business partner or agent, Your employer or employee, or a person related to You by blood, marriage or adoption.
Country of Residence	The Republic of Singapore unless otherwise stated in the Policy.
Doctor	Doctor means a person qualified by a medical degree and duly licensed or registered to practice western medicine and who, in rendering treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice. The Doctor cannot be You, Your business partner or agent, Your employer or employee, or a person related to You by blood, marriage or adoption. Any reference to "Doctor" in this Policy shall mean, wherever appropriate, a general practitioner and/or specialist.
Effective Date	The commencement date of the Period of Insurance stated on the Schedule or date of Insured Person's first enrolment into the Policy, whichever is later.
Endorsement	An authorised amendment in this Policy
Hospital	A legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a license as a Hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements: i) Operates primarily for the reception, medical care and treatment of sick, ailing or injured persons as in-patients.

ii) Provides full-time nursing service by and under the supervision of a staff of nurses.

iii) Supervised by a staff of Doctors at all times.

iv) 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 Hospital shall not include the following:

i) A mental institution; an institution confined primarily to the treatment of psychiatric disease including subnormality; the psychiatric department of a Hospital.

ii) A clinic; place for the aged; a rest or convalescent home or similar establishment, and is not other than incidentally a place for drug addicts or alcoholics.

iii) Health hydro or nature cure clinic; a special unit of a Hospital used primarily as a place for nursing, hospice, rehabilitation, extended-care facility, or a community Hospital.

Injury — Physical bodily Injury which is caused solely and directly by an Accident and not by physical impairment, sickness, disease or anything which happens gradually and affects physical or mental health.

Insured Person — A person who is an Active Service and is described in the Schedule or in an Endorsement of this Policy.

Loss of Use — Complete severance or permanent functional disablement in terms of physical incapacity or disability and not in terms of professional or occupational incapacity or disability.

Loss of Hearing — Total and irrecoverable Loss of Hearing which is beyond the remedy by surgical or other treatment.

Loss of Limb — Complete severance or irrecoverable loss of use of a hand at/or above the wrist or of a foot at/or above the ankle, or the total and permanent functional disablement of an entire hand, arm, foot or leg.

Loss of Sight — Total and irrecoverable loss of sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment as certified by a registered fully qualified ophthalmic specialist.

Loss of Speech — The disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveolobial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

Period of Insurance — Coverage start and end date (both dates inclusive) as stated in the Schedule.

Permanent Disablement — Injury which:

(a) falls into one of the categories listed in the Table of Compensation; and

(b) having lasted for a continuous period of twelve (12) calendar months from the date of the Accident, entirely prevents the Insured Person from engaging in gainful employment of any and every kind for the remainder of his/her life, and is medically certified that there is no hope of improvement.

Policyholder — The person in the Schedule as Policyholder.

Policy Year — A period of one (1) year, commencing from the coverage start date.

Reasonable and Customary Charges	Any expense or fee which is charged for treatment, medical services and/or supplies which is in accordance with the standards of good medical practice and in Our opinion does not: (a) exceed the usual level of charges for similar treatment, medical services and/or supplies in Singapore; and (b) include fees or charges that would not have been incurred had no insurance existed.
Schedule	Containing details of the Insured Person(s), type of cover selected, premium payable, and Period of Insurance. The Schedule forms part of the Policy.
Temporary Partial Disablement	Medically certified that the Injury which entirely disables and prevents an Insured Person from attending to a substantial part of usual duties, any business profession or occupation of any and every kind for a period of time.
Temporary Total Disablement	Medically certified that the Injury which entirely disables and entirely prevents an Insured Person from attending usual duties, to any business profession or occupation of any and every kind for a period of time.
We / Our / Us	EQ Insurance Company Limited.
You / Your	The Policyholder named in the Schedule.

DESCRIPTION OF BENEFITS

This is an Accident insurance policy and the benefits will be paid only upon death or injury as a result of an Accident occurring during the Period of Insurance. If the Accident occurs while an Insured Person is covered but extends to the following year, we will only pay the benefits up to the limit specified in the Period of Insurance that the Accident occurred. No benefits shall be payable upon policy expiration/lapsed date, even if the Accident occurred within covered period.

The benefits will be paid up to the maximum limits described in the Policy Schedule and are applicable without geographical limitation for 24 hours a day, unless stated otherwise.

Section 1 **Accidental Death / Permanent Disablement**

If an Insured Person sustains Injury which results in death or Permanent Disablement within twelve (12) months from the date of Accident, We will pay according to the Table of Compensation up to the limit specified in the Schedule.

Additional conditions:

1. Where the injury is not specified in Table of Compensation, we will adopt a percentage of disability based on the assessment by our appointed Doctor, which in our opinion is consistent with the benefit scale below.
2. If a claim is payable for loss of use of a whole part of the body, a claim for any component of that part will not be made.
3. The total compensation payable shall not exceed 100% of the sum insured after adding together the various percentages and We bear no further liability under the Policy for any Injury sustained subsequently.

Section 2 **Temporary Total Disablement**

If an Insured Person sustain Injury due to an Accident which results in Temporary Total Disablement (medical certificate issued by a Doctor) for a continuous and uninterrupted period, We will pay this benefit based on the amount specified in the Schedule (with a pro-ration being applied if period is less than a week), up to a maximum of one hundred and four (104) weeks.

Additional conditions:

1. If Section 1 (Accidental Death / Permanent Disablement) becomes payable for the same Accident, this benefit shall cease.
2. If more than one Injury occurred for the same period of time, We will only pay this benefit once.

Section 3 **Temporary Partial Disablement**

If an Insured Person sustain Injury due to an Accident which results in Temporary Partial Disablement (medical certificate issued by a Doctor) for a continuous and uninterrupted period, We will pay this benefit based on the amount specified in the Schedule (with a pro-ration being applied if period is less than a week), up to a maximum of one hundred and four (104) weeks.

Additional conditions:

1. If Section 1 (Accidental Death / Permanent Disablement) becomes payable for the same Accident, this benefit shall cease.
2. If more than one Injury occurred for the same period of time, We will only pay this benefit once.

Section 4 **Accidental Medical Expenses**

If an Insured Person sustains Bodily Injury during the Period of Insurance which requires medical treatment at a certified/registered clinic or hospital, We will reimburse the reasonable and customary medical expenses incurred up to the limit specified in the Schedule.

It is extended to include:

a) Treatment by licensed Chinese Physician or chiropractor, up to the limit of S$500 per Accident.
b) Dental treatment or surgery where the procedure is medically necessary to treat or restore the Insured Person's sound natural teeth as a result of an Injury, up to the limit of S$500 per Accident.
c) Treatment for Physiotherapy (must be referred by the attending Doctor), up to the limit of S$500 per Accident.

Additional condition:

1. Accidental Medical Expenses shall not be payable for more than 12 months calculated from the date of Accident and in no case shall exceed the limit in that Period of Insurance in which the Injury occurs.

TABLE OF COMPENSATION

	Description	Percentages of The Sum insured
1	Accidental Death	100%
2	Total Loss by Physical Severance or Total and Permanent Loss of Use Of	
	a) hand at wrist	100%
	b) arm at shoulder	100%
	c) arm between shoulder and elbow	100%
	d) arm at or below elbow	100%
	e) leg at hip	100%
	f) leg between knee and hip	100%
	g) leg at or below knee	100%
3	Total Loss by Physical Severance or Total and Permanent Loss of Use Of	
	a) all fingers of one hand	50%
	b) 4 fingers of one hand	40%
	c) Thumb - 2 phalanges	25%
	- 1 phalanx	10%
	d) index finger - 3 phalanges	15%
	- 2 phalanges	10%
	- 1 phalanx	5%
	e) middle finger - 3 phalanges	10%
	- 2 phalanges	7%
	- 1 phalanx	3%
	f) ring finger - 3 phalanges	10%
	- 2 phalanges	7%
	- 1 phalanx	3%
	g) little finger - 3 phalanges	10%
	- 2 phalanges	7%
	- 1 phalanx	3%
	h) all toes of one foot	18%
	i) great toe - 2 phalanges	6%
	- 1 phalanx	3%
	j) any other toe	3% Total Loss by Physical Severance or Total and Permanent Loss of Use Of
4	Total and Permanent Loss of All Sight in Both Eyes	100%
5	Total and Permanent Loss of Sight in One Eye, Except Perception of Light	50%
6	Total and Permanent Loss of	
	a) hearing in both ear	75%
	b) hearing in one ear	20%
7	Total and Permanent Loss of Speech	50%
8	Third Degree Burns	
	a) Head – Damage as a Percentage of Total Body Surface Area	
	i) equals to or greater than 2% but less than 5%	50%
	ii) equals to or greater than 5% but less than 8%	75%
	iii) equals to or greater than 8%	100%
	b) Body – Damage as a Percentage of Total Body Surface Area	
	i) equals to or greater than 10% but less than 15%	50%
	ii) equals to or greater than 15%, but less than 20%	75%
	iii) equals to or greater than 20%	100%

Note:

1. *Where the injury is not specified in the benefit scale above, we will adopt a percentage of disability based on the assessment by our appointed Doctor, which in our opinion is consistent with the benefit scale above.*
2. *If a claim is payable for loss of use of a whole part of the body, a claim for any component of that part will not be paid.*
3. *The total percentage payable under this Policy due to any one Accident shall not exceed 100% of the Sum Insured under Section 1 (Accidental Death / Permanent Disablement).*

EXTENSIONS

(1) **Suffocation by Smoke, Gas, Poisonous Fumes and Drowning**

If the Insured Person sustains death, Permanent Disablement or Injury caused by suffocation by smoke, gas, poisonous fumes or drowning, provided that such event does not arise as a result of the Insured Person's wilful and intentional act, We will pay up to the limit specified in the Schedule under Section 1 (Accidental Death / Permanent Disablement) or Section 4 (Accidental Medical Expenses) of this Policy.

(2) **Strike, Riot, Civil Commotion, Kidnap, Hijack, Murder and Assault**

If the Insured Person suffers death or Injury caused by strike, riot, civil commotion, kidnap, hijack, murder or assault, We will pay up to the limit specified in the Schedule under Section 1 (Accidental Death / Permanent Disablement) or Section 4 (Accidental Medical Expenses) of this Policy, provided such death or Injury does not arise out of or in connection with the Insured Person's participation, collaboration or provocation of any such act.

(3) **Disappearance**

If the Insured Person's body is not found within one (1) year after the date of disappearance (during the Period of Insurance) following sinking, wrecking or destruction of the aircraft or other conveyance in which he/she was travelling in, We shall with sufficient evidence presume that the Insured Person has died as a result of an Accident and pay up to the limit specified in the Schedule under Section 1 (Accidental Death only) of this Policy. If the Insured Person is subsequently found alive, any benefit paid must be immediately refunded to Us.

(4) **Exposure**

If the Insured Person sustains death due to being unavoidably exposed to the natural elements as a result of an Accident, We will pay up to the limit specified in the Schedule under Section 1 (Accidental Death only) of this Policy.

(5) **Reservist Training**

If the Insured Person sustains death or Injury during the course of peacetime reservist training within Singapore, We will pay up to the limit specified under Section 1 (Accidental Death / Permanent Disablement) or Section 4 (Accidental Medical Expenses) of this Policy. However, We shall not be liable to pay any benefit if the Insured Person is taking part in or is present at any military, naval or air force operation during actual warfare or any insurrection or any expedition or operation of a war-like character either as a combatant or non-combatant.

(6) **Terrorism**

If the Insured Person sustains death or Injury as a result of an act of terrorism, excluding losses caused by terrorist attacks using nuclear, chemical and/or biological substances, We will pay up to the limit specified in the Schedule under Section 1 (Accidental Death / Permanent Disablement) or Section 4 (Accidental Medical Expenses) of this Policy, provided such death or Injury does not arise out of or in connection with the Insured Person's participation, collaboration or provocation of any such act.

GENERAL EXCLUSIONS

The exclusions listed below apply to the whole Policy. We will not pay any benefits from this Policy if the claim is caused directly or indirectly by any of these exclusions or Accident.

(a) Pre-existing medical or physical condition, congenital or hereditary condition, Illness, disease, infirmity, or mental and nervous disorders, including but not limited to insanity, depression, sleep disorder, and anxiety, regardless directly or indirectly due to an Accident.

(b) Suicide or attempted suicide or intentional self-inflicted Injury, whether sane or insane, wilful exposure to danger (other than in an attempt to save human life) or committing of any criminal or illegal acts.

(c) Bacterial or viral infections even if contracted by Accident. This excludes bacterial infection that is the direct result of an Accidental cut or wound.

(d) Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is indeed because of previous cosmetic treatment. This excludes reconstructive surgery if:
   (i) it is carried out to restore function or appearance after an Accident or following Surgery for a medical condition, (provided that the Accident occurs while the Insured Person is covered under the policy); and
   (ii) it is done at a medically appropriate stage after the Accident; and
   (iii) the cost of the treatment is approved by the Company in writing before it is done.

(e) Any Sexually transmitted infections/disease (STI/STD), Human Immunodeficiency Virus (HIV) and/or any HIV related Illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused.

(f) Pregnancy, childbirth, abortion, miscarriage and all complications arising from such conditions, except if miscarriage is caused by an Accident.

(g) The effect or influence of alcohol, drugs or narcotics, and their related treatments.

(h) Taking part in flying or other aerial activity except as a fare paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised charter company.

(i) Any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities, or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

(j) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component or weapons.

(k) Engaging or participating in any professional sports or games where Insured Person would or could earn income, remuneration, donation, sponsorship, or reward of any kind, dangerous activities or sports, including but not limited to underwater diving activities, unless it's for leisure purpose involving artificial breathing apparatus and no deeper than 30 metres; any kind of speed contest or racing (other than on foot); motor rallies and competitions; hunting; pot-holing; parachuting, hang gliding, sky diving, bungee jumping; competitive snow or ice sports; caving; mountaineering; abseiling or rock climbing, except on man-made walls; canoeing, kayaking or white-water rafting, unless with a qualified guide and below Grade 4 (of International Scale of River Difficulty); boxing, wrestling, or any martial arts activity.

(l) Not abiding by all applicable road laws and driving regulations of the country, and/or engaging in or practicing for racing and hill climbing contests and reliability trials and speed or duration testing.

(m) Any Accident to an Insured Person which arises in the course of his/her occupation, if his/her occupation falls within the following categories or involves the following activities: air crew, ship crew, professional sportspersons, work involving heights above 30 feet, underground works, diving, dealing with explosives, oil-rig platform and/or offshore work, fire-fighting, police, naval, military, air force service or operations (other than as a Serviceman under National Service Reservist Training) and any hazardous occupations.

(n) Health supplements, dietary replacement and skin care products whether purchased over the counter or prescribed by a Doctor.

(o) Purchase or rental of medical aids including but not limited to, prostheses, hearing aids, wheelchair, walking aids, blood pressure monitor, breathing and respiratory appliances, sun lamps, or heat and cold compress.

GENERAL CONDITIONS

The conditions listed below apply to the whole Policy. Your insurance cover under this Policy is valid only if You follow these conditions.

(1) **The Contract**

This policy is evidence of the contract between You and Us from the day the Policy commences.
We will provide the insurance to You according to the terms set out in this Policy, provided You pay the premium when due and We agree to accept it. The General Conditions which appear in this Policy or in any Endorsement form part of the contract and must be complied with.

It is important that You:
(i) read the whole Policy to make sure that You understand the protection that You have just bought; and
(ii) are aware of the limits on the amounts We will pay You.

(2) **Interpretation**

This Policy including Your proposal form, Schedule and any Endorsement and amendment, shall be read together as one contract and any one word or expression to which a specific meaning has been attached, shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.

No change in this Policy shall be valid unless approved by Us, and evidenced by an Endorsement reflecting the amendment on the Policy by Us.

(3) **Duty of Disclosure**

The accuracy of the information provided to Us will form the basis of and be part of the contract. Before You enter into the Insurance contract and during the Period of Insurance, You must tell Us everything You know or could reasonably be expected to know which will affect Our decision on the coverage, any additional premium being payable, and the terms of the insurance. If You are uncertain about whether a fact is relevant or not, You must tell Us about it. We will acknowledge receipt of acceptance of material information by stating these on the Policy Schedule. If such information is not disclosed to Us or if there is any concealment, We may:
(i) reduce the amount payable for the claim under this Policy; or
(ii) refuse to pay the claim that have or may arise; or
(iii) cancel Your insurance policy from inception.

(4) **Eligibility**

Insured Person eligible for cover under this Policy:
(i) aged between eighteen (18) and sixty-five (65) years and renewable up to age seventy-five (75) years subject to our approval.
(ii) must be a Singapore Citizen, Permanent Resident or expatriate or foreigner holding a valid Employment Pass, Work Permit, Student Pass, Long-term Visit Pass or Dependent Pass, and who is residing in Singapore.

(5) **Commencement of Cover**

If an eligible Insured Person is confined in a Hospital on the date his/her cover would otherwise be effective, such cover will not be effective until the date following his/her discharge from the Hospital.

If an Insured Person is not in Active Service on the date when his/her cover would otherwise become effective, the cover for the Insured Person, will not become effective until after he/she has returned to Active Service status. If the Effective Date falls on a weekend or holiday, the Insured Person must be in Active Service on the last work day.

(6) **Overseas Treatment**

This policy covers the Insured Person on a worldwide basis if he/she sustains an injury overseas, subject to the following conditions:
(i) An Insured Person is outside of Singapore for periods not exceeding hundred and eighty (180) consecutive days at a time from the date of departure from Singapore.
(ii) An Insured Person travels overseas for treatment where such treatment is available in Singapore, our liability shall be limited to the minimum of the actual expenses incurred or the Reasonable and Customary Charges for such treatment at the Singapore General Hospital. Any cost of transport out of Singapore for such treatment shall be excluded.

(7) **Residence Requirement**

If an Insured Person has been physically absent from Singapore for more than hundred and eighty (180) days, whether continuously or otherwise during the Policy Year, no benefits shall be payable and his/her insurance cover shall be automatically terminated and considered null and void, unless prior agreement has been received and endorsed by us to extend the Policy to include such absence from Singapore and payment of the additional premium chargeable.

(8) **Policy Plan Upgrading**

Any request for change of plan must be in writing and subject to our approval. The change shall be effected only upon the next renewal of the Policy. For an Injury occurring during the period of twelve (12) months after the date of upgrading, We shall not be liable beyond the limits applicable for the previous Policy Year, if such Injury directly or indirectly arises or results from a condition occurring or sustained during the previous Policy Year.

(9) **Change of Category of Eligibility**

Any increase in cover to be provided to an Insured Person already included in the group plan due to a promotion, shall become effective from the date of the promotion, unless he/she is absent from work on that date due to illness or Injury, in which case the increase in cover will take effect from the date he/she returns to work. Such increase in cover will not be effective unless we have received written notification from You and have issued an Endorsement on this effect.

(10) **Policy Administration and Data Required**

(a) Headcount Basis

If the group size is fifty (50) and above, the Policy shall be administered on a "headcount" or "unnamed" basis with a list of all Insured Persons lodged with us at inception &/or on renewal date. New Insured Person will be automatically covered. Headcount adjustments, based on average, will be done at the end of each policy period if the policy is renewed for another twelve (12) months. Refund premium, if any, is subject to the following conditions:

i. Refund amount must not exceed 25% of the Provision Premium.
ii. Claim experience must not exceed 65%.

(b) Named Basis

If the group size is forty-nine (49) and below, the Policy shall be administered on "named" basis. You shall furnish to Us full particulars showing the Insured Person's name, gender, occupation, NRIC/FIN number, date of birth, plan type, Effective Date, date of termination of insurance coverage, change in benefits and other pertinent information as is necessary to carry out the terms of this Policy.

You shall notify Us in writing within three (3) months of any addition or deletion of Insured Persons under this Policy. We shall charge or refund the pro-rated premium.

You shall furnish Us with all information and proof which We may reasonably require with regard to any matters pertaining to the Policy. All documents furnished to You by any Insured Person in connection with the insurance and other records as may have a bearing on the insurance under this Policy shall be opened for inspection by Us at all reasonable times.

(11) **Misstatement of Age**

If the date of birth of any Insured Person has been incorrectly stated on the application form, then the annual premium shall be adjusted based on the correct Age. Any excess premium that may have been paid as a result of any misstatement of Age shall be refunded without interest. If at the correct Age the Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable and Our liability shall be limited to the refund of the premium paid without interest. Proof of Age of each Insured Person must be submitted to Us before any claims can be made under the Policy.

(12) **Misstatement or Fraud**

We shall have no liability to pay any benefit under this Policy if You or any Insured Person:

(i) fail to fully and truthfully disclose to Us all material information known (or which could reasonably be expected to be known) before inception of this Policy and upon each renewal;
(ii) fail to properly observe and fulfill the terms and conditions of this Policy;
(iii) make any untrue statement;
(iv) omit, suppress or incorrectly state any material information affecting the risk;
(v) make any claim that is fraudulent or exaggerated, or make any false declaration or statement in support of a claim.

(13) **Policy Renewal**

This Policy is renewable at Our option, at the premium rates determined at that time by Us and subject to underwriting requirements being fulfilled.

Where at renewal, a request is made to hold cover, the maximum period that cover can be held will be fourteen (14) days. If at the end of this period the Policy is cancelled or lapses for any reason whatsoever, You must pay Us a premium for the number of days the cover was held which will be calculated pro-rata on the renewal premium.

(14) **Premium Warranty**

We assume no liability under this Policy until and unless the full premium is paid to and received by Us or the intermediary through whom this Policy was effected within sixty (60) days from the Effective Date of the Policy, Renewal Certificate, Cover Note or Endorsement.

If We do not receive the premiums within the said premium warranty period, then this insurance is automatically cancelled from the expiry of the premium warranty period and We will be entitled to charge you a pro-rata premium for the period We were at risk, subject to a minimum premium of S$54.50 (inclusive of GST).

(15) **Changes in Circumstances**

You shall give Us immediate written notice either via post or electronic mail (e-mail) of any changes in the Country of Residence, occupation, pursuits or health of any Insured Person, which is likely to result in any material increase in hazard to Us and shall pay any additional premiums that may be required by Us. Failure to do so shall entitle us, in the event of a claim, to repudiate such a claim or at our discretion, adjust the benefits payable.

(16) **Change of Terms and Conditions**

We reserve the right to amend the terms and provisions of this Policy on any Policy anniversary date by giving You thirty (30) days prior written notice either via post or electronic mail (e-mail) of such change to Your last known correspondence address in Our records. No alteration to this Policy shall be valid unless approved in writing by Us and reflected in an endorsement. No broker or advisor has the authority to amend or waive any of the terms and conditions of this Policy.

(17) **Automatic Termination**

Insurance under this Policy in respect of each Insured Person shall automatically terminate on the earliest happening of the following events:

(i) on the date this Group Policy is terminated; or
(ii) upon the death of such Insured Person; or
(iii) on the date of termination of employment of the Insured Person; or
(iv) on the date in which the Insured Person is retired or pensioned; or
(v) the Insured Person no longer meets the eligibility requirements; or
(vi) non-payment of premium by the Policyholder after premium due date.

Cessation of Active Service by an Insured Person (or cessation of membership in good standing in case of associations) shall be deemed to constitute the termination of his/her coverage under this Policy, except that while the Insured Person is temporarily on part-time employment or is absent on account of Sickness or Injury, coverage shall be deemed to continue until premium payments for such Insured Person's insurance are discontinued, but not for a period longer than six (6) months from the date of termination of Active Service.

(18) **Cancellation / Termination of Cover**

We may cancel the Policy by giving **You** seven (7) days written notice either via post or electronic mail (e-mail) to **Your** last known correspondence address in **Our** records. **You** shall be entitled to the refund of pro-rata premium corresponding to the unexpired period of insurance.

You may cancel the Policy at any time during the period of insurance by giving written notice to **Us** and **You** shall be entitled to a return of premium subject to a minimum premium payment of S$54.50 (inclusive of GST) provided no claim has been submitted prior to the cancellation and subject to any adjustment of premium required by the terms of this Policy.

(19) **Claims Procedures**

Written notice of claim either via post or electronic mail (e-mail) must be provided to Us within thirty (30) days after the occurrence of any event which may give rise to a claim under this Policy. For the case of death or Permanent Disablement, You must give Us immediate notice.

All claims shall be made on our prescribed form and submitted to Us together with all original documentation, itemised bills, receipts and prescriptions. All information required for assessing the claim shall be furnished at the Insured Person's own expense.

We shall have the right and the opportunity through Our appointed Doctor to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. We will bear the expenses incurred in such examinations, unless the claim is proven to be invalid, in which case We shall be entitled to recover all the expenses incurred from You.

If the Insured Person fails to cooperate with Us in our admission of the claim, we may at Our discretion, terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable. In the course of claims investigation and where required, We may request for a medical report from the attending Doctor. Any expenses incurred for such medical report shall be borne by You or the Insured Person.

(20) **Payment of Benefits**

Any benefits payable under this Policy shall be paid to You or the Insured Person, or such person as instructed by the Policyholder and agreed by Us. The Insured Person or Your receipt of any benefit payable under this Policy shall in all cases be deemed final and complete discharge of all Our liability.

Any portion of the eligible expenses paid through the Insured Person's Medisave will be refunded directly into his/her Medisave account.

(21) **Legal / Beneficial Owner**

We shall treat You as the absolute legal and beneficial owner of this Policy and shall not be bound to recognise any equitable or other claim interest in this Policy.

(22) **Third Party Liability**

We have the right to proceed recovery at Our expense against any person or organization who may be responsible in the Insured Person's or Your name for any occurrence of an event giving rise to a claim under this Policy. You shall fully and faithfully co-operate and provide Us with reasonable assistance including but not limited to, executing and delivering any instruments and/or documents one knows or ought to know.

(23) **Governing Law**

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

(24) **Sanction Limitation and Exclusion**

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

(25) **Rights of Third Parties**

A person or entity who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 (Cap.53B) to enforce any of its terms.

(26) **Currency**

All claims will be paid in Singapore dollars. Amount incurred in a foreign currency shall be payable in Singapore dollars based on the prevailing currency exchange rate determined by Us.

(27) **Non-Assignment**

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

(28) **Legal Proceedings**

No action at law or in equity shall be brought under this Policy against Us prior to the expiration of sixty (60) days after the proof of claim has been filed in accordance with the requirements of this Policy nor shall such action be brought at all unless it is brought within two (2) years from the expiration of the period within which proof of claim is required under this Policy. If We shall disclaim liability for any claim under this Policy and no action has within twelve (12) calendar months from the date of such disclaimer been commenced against Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

(29) **Dispute Resolution / Mediation / Arbitration**

Any dispute arising out of or in connection with the decision made based on the Policy that We cannot reach an agreement, shall be referred to Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC.

If the dispute cannot be brought before or dealt with by FIDReC, it will 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 in English.

(30) **Clerical Error**

If a clerical error or other mistake occurs, that error will not deprive You of benefits under the Policy nor will it create a right to benefits. If You make a clerical error (including but not limited to, sending Us inaccurate information regarding addition or termination of coverage under the Policy), We will not make any retroactive adjustments beyond a 60-day period.

(31) **Duplication of Cover**

In the event You are covered under more than one personal accident Policy with Us, We shall consider You to be Insured under the Policy which was issued first (where the benefits provided under each such Policy are similar) or which provides the greatest amount of Benefit and We shall refund any duplicated premium payment which may have been made by You or on Your behalf.

(32) **Other Insurance**

If the cover is for reimbursement of costs, expenses or third-party liability payments and You have insurance with other insurers providing the same or similar cover, which was declared in the proposal form and have been accepted by Us, We will only pay You Our proportion of the cover limit of Your claim based on the total number of policies covering such claim against the proportion of the cover limit of the other insurer(s) subject always to the limit under this Policy with Us.

POLICY OWNERS' PROTECTION SCHEME

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 the Company or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

This page is intentionally left blank



EQ Insurance Company Limited
77 Robinson Road #12-01 Robinson 77 Singapore 068896
tel (65) 6223 9433 | www.eqinsurance.com.sg
reg no. 1978-00490-N