

## Cancer Plus Guard Insurance

### Important Notice

1. STATEMENT Pursuant to Section 25(5) of the Insurance Act (or any subsequent amendments thereof) - We would remind You that You must disclose to Us fully and faithfully the facts You know or ought to know otherwise You may not receive any benefits from Your Policy.
2. Please note that this insurance is subject to the premium being paid and received in full by the Company
  - a) before the inception date where the Policy is issued to an Individual; or
  - b) within the period specified in the Premium Payment Warranty applied to the Policy in all other instances,

failing which there will be no liability under this Policy.

### IMPORTANT INFORMATION

1. This Policy does not provide any type of medical cover and is not a substitute for medical or disability insurance.
2. This Policy is issued to You based on the information You have provided Us when You applied for the Insurance. You should note that You must disclose to Us fully and faithfully the facts You know or ought to know that are relevant to Your insurance application. If You failed to disclose the relevant facts to Us, the Policy issued to You may be void and You may not receive any benefit from it. You have the same duty to disclose the relevant facts to Us before You renew, extend, vary or reinstate this Policy. You are, however, not required to disclose a fact that
  - a. diminishes the risk to be insured;
  - b. is of common knowledge;
  - c. We know or ought to know in the ordinary course of Our business;
  - d. We expressly inform You that We do not want to know.
3. This Policy, inclusive of the Policy Schedule (Schedule), any Memorandum and Endorsement is an important document. It explains the insurance cover We provide You, the rights the Policy gives You, the conditions You have to comply with and situations where We will not pay under the Policy. Please read this Policy carefully and ensure that it meets Your requirements. If it does not meet Your requirements or You find any error in the Policy, please return it to Us and contact Us (or the intermediary serving You) immediately.

4. Where We consider it necessary or appropriate, We may transfer data, details or information to Our appointed service provider(s), whether situated in or outside Singapore, under conditions of confidentiality imposed on such service provider(s), for the purpose of data processing or providing any services on Our behalf.
5. If We are issuing this Policy to You for the first time, You have a "Free Look" period of 14 business days from the date You receive the Policy. If within these 14 days You inform Us in writing that You do not want the Policy, We will cancel it from its commencement date and refund the premium You have paid provided no claim has arisen under the Policy. You are assumed to have received the Policy within three (3) days after We despatch it. The "Free Look" will not apply to renewals of Your Policy with Us.
6. You will be told the premium (inclusive of GST or other tax, charge or levy chargeable by law and payable by the Insured) payable when You apply this Insurance. The premium must be paid in full at the time Your application is accepted by Us before the cover under the Policy starts. If We do not receive the premium in full as stated, the Policy will not take effect and We are not liable to pay any claim under the Policy.
7. In this Policy where the context admits, words imputing the masculine gender shall include the feminine gender and words imputing the singular number shall include the plural number and vice versa.

### **ELIGIBILITY – Are You eligible for cover?**

It is important that You are eligible for the cover under the Policy and that You remain so for the duration of this Policy.

The cover provided by this Policy to You is subject to following criteria:

1. You must be a Singaporean, Singapore Permanent Residents holding a valid Singapore identification document such as a Singapore National Registration Identification Card (NRIC), Foreigners holding a valid Employment Pass, Work Permit, Long Term Social Visit Pass or Student Pass;
2. You must be residing or working in Singapore, or not living outside Singapore for more than one hundred and eighty (180) consecutive days at any one time;
3. Your age next birthday are between eighteen (18) years old and fifty-five (55) years old at the time You are first covered under the Policy;
4. You should note You can only be covered under one Cancer Plus Guard (Please refer to the "One Policy Restriction" of this Policy).

## **DEFINITIONS – Meaning of some words and phrases in this Policy**

Some words and phrases in this Policy have specific meanings. These words and phrases have the following meanings wherever they appear in the Policy:

### **Anniversary Date**

Anniversary of the Original Effective Date of this Policy.

### **Commencement Date**

Start date of the cover under this Policy (reflected in the Schedule as the Original Effective Date) and the subsequent monthly or anniversary Due Date for Monthly Plan and Annual Plan respectively.

### **Company/We/Us**

Sompo Insurance Singapore Pte. Ltd.

### **Coronary Artery By-pass Surgery**

This refers to the actual undergoing of open-chest surgery or Minimally Invasive Direct Coronary Artery Bypass surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist. Angioplasty and all other intra arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.

### **Due Date**

The Commencement Date or date of renewal of cover as shown in the Schedule or the date on which any subsequent payment of premium falls due.

### **Early Cancer**

This refers to one (1) or more of the conditions set out in parts (1) to (5) below, provided always that any condition resulting directly or indirectly from alcohol or drug abuse is expressly excluded:

1. Carcinoma-in-situ of the following organs: breast, uterus, ovary, fallopian tube, vulva, vagina, cervix uteri, colon, rectum, penis, testis, lung, liver, stomach or nasopharynx.

Carcinoma-in-situ refers to the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The diagnosis of the Carcinoma-in-situ must always be supported by a histopathological report. Furthermore, the diagnosis of Carcinoma-in-situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.

In the case of the cervix uteri, pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with the cervical biopsy report clearly indicating presence of Carcinoma-in-situ. Clinical diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II and CIN III (severe dysplasia without Carcinoma-in-situ) does not meet the required definition and are specifically excluded. Carcinoma-in-situ of the skin (both melanoma and non-melanoma) and Carcinoma-in-situ of the biliary system is also specifically excluded. This coverage is available to the first occurrence of Carcinoma-in-situ only.

2. Early Prostate Cancer  
Prostate cancer that is histologically described using the TNM Classification as T1N0M0 or prostate cancer described using another equivalent classification.
3. Early Thyroid Cancer  
Thyroid cancer that is histologically described using the TNM Classification as T1N0M0 as well as papillary microcarcinoma of thyroid that is less than 2cm in diameter.
4. Early Bladder Cancer  
Bladder cancer that is histologically described using the TNM Classification as T1N0M0 as well as papillary microcarcinoma of the bladder.
5. Early Chronic Lymphocytic Leukaemia  
Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. RAI stage CLL 0 or lower is excluded.

### **Heart Attack of Specified Severity**

This means death of heart muscle due to ischaemia, that is evident by at least three of the following criteria proving the occurrence of a new heart attack:

1. History of typical chest pain;
2. New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block;
3. Elevation of the cardiac biomarkers, inclusive of CKMB above the generally accepted normal laboratory levels or Cardiac Troponin T or I at 0.5ng/ml and above;
4. Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality. The imaging must be done by Cardiologist specified by the Company.

For the above definition, the following are excluded:

1. Angina;
2. Heart attack of indeterminate age; and
3. A rise in cardiac biomarkers or Troponin T or I following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Explanatory note: 0.5ng/ml = 0.5ug/L = 500pg/ml

### **Hospital**

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

### **Illness**

Physical illness or disease marked by a pathological deviation from the normal healthy state.

### **Insured/You/Your**

This is the policyholder who has applied for this Insurance, who is named as the "Insured" in the Schedule and who meets the criteria set out under "Eligibility" in this Policy, and in respect of whom commencement of cover has been confirmed in writing by the Company.

### **Major Cancer**

This means a malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue.

The term Major Cancer includes, but is not limited to, leukemia, lymphoma and sarcoma.

Major Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other bodily fluid in the absence of further definitive and clinically verifiable evidence does not meet the above definition.

For the above definition, the following are excluded

1. All tumours which are histologically classified as any of the following:  
Pre-malignant;  
Non-invasive;  
Carcinoma-in-situ (Tis) or Ta;  
Having borderline malignancy;  
Having any degree of malignant potential;  
Having suspicious malignancy;  
Neoplasm of uncertain or unknown behavior; or  
All grades of dysplasia, squamous intraepithelial lesions (HSIL and LSIL) and intra epithelial neoplasia;
2. Any non-melanoma skin carcinoma, skin confined primary cutaneous lymphoma and dermatofibrosarcoma protuberans unless there is evidence of metastases to lymph nodes or beyond;
3. Malignant melanoma that has not caused invasion beyond the epidermis;
4. All Prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or Prostate cancers of another equivalent or lesser classification;
5. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

6. All Neuroendocrine tumours histologically classified as T1N0M0 (TNM Classification) or below;
7. All tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification) or below;
8. All Gastro-Intestinal Stromal tumours histologically classified as Stage I or IA according to the latest edition of the AJCC Cancer Staging Manual, or below;
9. Chronic Lymphocytic Leukaemia less than RAI Stage 3;
10. All bone marrow malignancies which do not require recurrent blood transfusions, chemotherapy, targeted cancer therapies, bone marrow transplant, haematopoietic stem cell transplant or other major interventionist treatment; and
11. All tumours in the presence of HIV infection.

### **Major Heart Surgery**

This refers to one (1) or more of the conditions set out in parts (1) to (3) below, provided always that any condition resulting directly or indirectly from alcohol or drug abuse is expressly excluded:

1. **Coronary Artery By-pass Surgery**  
The actual undergoing of open-chest surgery or Minimally Invasive Direct Coronary Artery Bypass surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist. Angioplasty and all other intra arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.
2. **Open Chest Heart Valve Surgery**  
The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.
3. **Open Chest Surgery to Aorta**  
The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra arterial techniques are excluded.

### **Medical Practitioner**

A properly qualified person (other than the Insured or a member of the Insured's immediate family) licensed by the competent Medical Authorities of the country in which treatment is provided, and who in rendering such treatment is practicing within the scope of his/her licence and training in such country.

### Period of Insurance

The period for which the You have paid for the insurance cover and the Company has accepted the premium so paid.

### Pre-Existing Conditions

This refers to illness, sign, condition or symptom existing, diagnosed or in remission as at the Original Effective Date

1. for which treatment, or medication, or advice, or diagnosis has been sought or received or monitoring for or was foreseeable; or
2. which presented signs or symptoms of which You were aware or should reasonably have been aware.

The references to advice, treatment or monitoring include both conventional or alternative advice, treatment or monitoring.

### Schedule

The Schedule (which forms part of the Policy) containing the details of the Policy, benefits, endorsements (if any), Insured, Plan and type of cover selected and Period of Insurance.

### Stroke with Permanent Neurological Deficit

This means a cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, intracerebral embolism and cerebral thrombosis resulting in permanent neurological deficit. This diagnosis must be supported by all of the following conditions:

1. Evidence of permanent clinical neurological deficit confirmed by a neurologist at least 6 weeks after the event; and
2. Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

1. Transient Ischaemic Attacks;
2. Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
3. Vascular disease affecting the eye or optic nerve; and
4. Ischaemic disorders of the vestibular system; and
5. Secondary haemorrhage within a pre-existing cerebral lesion.

### Survival Period

Fourteen (14) consecutive days immediately following the date of diagnosis of an Early Cancer, Major Cancer, Stroke with Permanent Neurological Deficit, Heart Attack of Specified Severity or heart condition necessitating Major Heart Surgery.

### Waiting Period

Ninety (90) consecutive days immediately following the Original Effective Date shown in the Schedule.

### Your Insurance

This Policy is a contract between You and the Company. In consideration of Your payment of the premium, We agree to cover You in the manner and

to the extent described in this Policy and in the Schedule.

## PART 1: COVER (The benefits You get)

### SECTION 1 – MAJOR CANCER, HEART ATTACK OF SPECIFIED SEVERITY AND STROKE WITH PERMANENT NEUROLOGICAL DEFICIT BENEFIT

Depending on the Plan You have selected and are insured under, We will pay the Sum Insured if, during the Period of Insurance, You are diagnosed with Major Cancer by a Medical Practitioner for the first time or You suffer a Heart Attack of Specified Severity or Stroke with Permanent Neurological Deficit for the first time as certified by a Medical Practitioner or it is medically necessary as certified by a Medical Practitioner to undergo Major Heart Surgery for the first time, provided that

1. The Medical Practitioner approved by Us agrees that the Major Cancer, Heart Attack of Specified Severity, Stroke with Permanent Neurological Deficit or Major Heart Surgery meets the definitions in this Policy; and
2. The signs, symptoms and diagnosis of the Major Cancer, Heart Attack of Specified Severity, Stroke with Permanent Neurological Deficit or Major Heart Surgery occur after the Waiting Period.

Table of Benefits			
Plan	Basic	Premier	Ultimate
Sum Insured as at Original Effective Date	SGD 25,000	SGD 50,000	SGD 75,000

If You have made a claim under Section 2, the amount paid or payable under Section 2 shall be deducted from the amount payable under Section 1. Under no circumstances shall the total claim paid or payable for Section 1 and Section 2 exceed the Sum Insured of the Policy.

### SECTION 2 – EARLY CANCER BENEFIT

Depending on the Plan You have selected and are insured under, We will pay 20% of the Sum Insured if, during the Period of Insurance, You are diagnosed with Early Cancer by a Medical Practitioner for the first time as certified by a Medical Practitioner, provided that

1. The Medical Practitioner approved by Us agrees that the Early Cancer meets the definitions in this Policy;
2. The signs, symptoms and diagnosis of the Early Cancer occur after the Waiting Period; and
3. You have not previously made a claim under Section 1 and/or Section 2.

For the avoidance of doubt, the benefit under Section 2 is payable only once during the lifetime of the Insured and every and all renewals of the Policy, regardless of any and all Early Cancer suffered by You.

### **AUTOMATIC STEP UP OF SUM INSURED**

Subsequent to the Original Effective Date, the Sum Insured stated in the Policy Schedule will increase upon each Anniversary Date, up to (and including) the fifth Anniversary Date, by five percent (5%) of the Sum Insured as at the Original Effective Date provided

1. there is no interruption of cover in the Period of Insurance or between Periods of Insurance; and
2. no claim has been made under the Policy whatsoever.

So by the fifth Anniversary Date, the Sum Insured will be twenty-five percent (25%) greater than the Sum Insured as at the Original Effective Date. Once a claim has been made under the Policy, Stepping up of the Sum Insured shall cease to operate immediately.

### **PART 2: EXCLUSIONS (What the Policy does not cover)**

We will not pay any benefit under this Policy for Accident that is directly or indirectly caused by or resulting from or relates to any of the following:

1. All cancers that are histologically described as pre-malignant or Carcinoma in Situ or cervical intraepithelial neoplasia, unless it results directly in the removal of the entire organ and such procedure is medically considered to be a necessary and appropriate treatment specifically to arrest the spread of malignancy.
2. All skin cancers unless
  - a. there is evidence of metastasis; or
  - b. the tumour is a malignant melanoma of Clark Level three (3) and above; or
  - c. the tumour is a malignant melanoma with invasion greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method; or
  - d. the tumour is a malignant melanoma showing signs of ulceration as determined by histological examination.
3. Early stage of prostate cancer, that is, prostate cancers diagnosed as TNM classification T1 with a Gleason score of five (5) or less, unless major interventionist therapy (including but not limited to surgery, radiotherapy, brachytherapy or chemotherapy) is performed.
4. Early stage chronic lymphocytic leukaemia, that is the presence of chronic lymphocytic leukaemia diagnosed as less than Rai Stage one (1), which is defined to be in the blood and bone marrow only.

5. Papillary micro-carcinoma, non-invasive papillary carcinoma, flat, non-invasive Carcinoma in Situ of the bladder or thyroid, follicular thyroid carcinoma less than 10mm.
6. Any medical condition (except as provided for under this Policy), Pre-Existing Conditions, Congenital Conditions, physical defect or infirmity.
7. If You have been diagnosed at any age with the corresponding condition, or have received at any age the corresponding test result before the Original Effective Date in respect of
  - a. primary liver cancer where You had previously been diagnosed with hepatitis B or C, or cirrhosis of the liver;
  - b. stomach cancer where You had previously been diagnosed with chronic gastritis or pernicious anemia;
  - c. multiple myeloma where You had previously been diagnosed with MGUS (Monoclonal Gammopathy of Undetermined Significance);
  - d. oesophageal cancer where You have previously been diagnosed with Barrett's Oesophagus;
  - e. breast cancer and/or ovarian where You have pre-existing BRCA1/2 generic test abnormalities or You have previously been diagnosed with atypical hyperplasia;
  - f. bowel/colon cancer where You have been diagnosed with ulcerative colitis, Crohn's disease, serrated adenoma or moderate to high dysplastic polyp;
  - g. cervical cancer where You have experienced a history of abnormal cervical smear categorized as CIN three (3) and above (for the avoidance of doubt, CIN one (1) and CIN two (2) are covered);
  - h. prostate cancer where You have experienced a PSA test result of more than 4ng/ml at any time prior to the Original Effective Date, or where Your PSA test result has increased by more than 0.75ng/ml in the twelve (12) months prior to the Original Effective Date;
  - i. cancer relating to the specific organ where a polyp was diagnosed and the histology was considered to be pre-malignant.
8. No benefits will be payable if the Insured dies within the Survival Period.
9. Where diagnosis was, in Our opinion, directly or indirectly due to any venereal disease or Acquired Immuno-deficiency Syndrome ("AIDS"), AIDS related complex or infection by Human Immuno-deficiency Virus.
10. Any person under the age of seventeen (17) years or over the age of sixty-five (65) years and above unless otherwise agreed by Us in writing and noted in the Schedule.

## **PART 3: OTHER TERMS AND CONDITIONS**

### **COMMENCEMENT AND RENEWAL**

1. This Policy starts at 12:00 AM Singapore time on the Original Effective Date and will remain in force, subject to the payment of premium when due, until it terminates in accordance with provisions set out in "Termination" Section of the Policy.
2. Unless written notice of cancellation has been received or issued by Us, this Policy will be automatically renewed
  - a. at monthly interval starting from the expiry of the second month from the Original Effective Date, for monthly plan; or
  - b. at yearly interval starting from anniversary date of the Original Effective Date, for annual plan

subject to the "Termination" provisions below and payment of the premium by the premium Due Date. We may not issue any renewal document and as such the Policy first issued to You, unless otherwise notified by Us, shall serve as evidence of valid cover.

### **TERMINATION**

1. When the Policy is first issued to You, it is subject to a "Free Look" period. This means that if You are not satisfied with the Policy for any reason, You may returned to Us for cancellation within fourteen (14) business days after Your receipt of the Policy. If the Policy is delivered by post, You are considered to have received it three (3) business days after our posting the Policy.

In such event, the Policy is cancelled from the Original Effective Date and We shall not be liable to pay out any benefit under the Policy. Any premium You have paid will be refunded without interest by crediting such premium to the Nominated Account.

2. Subsequent to the "Free Look" period, if You give Us notice in writing to cancel the Policy, such cancellation shall become effective on the next Due Date following the date such notice is received by Us.
3. We can cancel this Policy by giving You seven (7) calendar days' notice in writing. In such event, We shall apply the relevant pro-rata premium charge for the period We have provided cover.
4. In the event that the premium due and charged to the Nominated Account (or through any other alternative payment mode) is not paid in cleared funds, this Policy shall terminate with effect from the date that premium was due.

5. Save as provided above, this Policy shall automatically terminate on the earliest of the following events:
  - a. Upon Your death or the cessation of Your cover;
  - b. At the monthly or anniversary Due Date immediately following Your attainment of the age of sixty-five (65) years, whichever is applicable;
  - c. Upon Your departing and no longer permanently residing in Singapore;
  - d. Upon Your departing on a temporary re-location or stay outside Singapore for a consecutive period of one hundred and eighty (180) days or more (unless cover is specifically agreed by Us and noted by endorsement);
  - e. Upon Your making a claim under Section 1 of this Policy;
  - f. Upon discovery of fraudulent claim as per "Fraud" Section of the Policy.

### **PREMIUM**

1. The premium (inclusive of GST or other tax, charge or levy chargeable by law and payable by the Insured) stated in the Schedule must be paid before the Original Effective Date immediately when Your application for this Policy is accepted by Us and subsequently by the premium Due Date at each Policy renewal. Subsequent renewal premium will be charged to the Nominated Account when due. Nominated Account is the bank or credit card account nominated by You at the inception of this Policy or from time to time in writing, as the account for premium debit.
2. The initial premium of this Policy is shown in Your Policy first issued to You. We will recalculate the premium You have to pay on each Anniversary Date based on Our prevailing premium rates for this product, the Sum Insured, Your gender, age at next birthday and smoking status. The premium rates shown to You when Your Policy is first issued to You are not guaranteed and We will write to You prior to the Anniversary should the rates be subsequently adjusted.
3. You are responsible for ensuring the Nominated Account can accept direct debits and there are sufficient funds available to permit payment on the payment due date.
4. We will initiate debits from Your Nominated Account in accordance with Your Proposal Form or subsequent authorisation instruction. We will provide no less than thirty (30) calendar days' notice to You should We propose to deviate from the arrangement.
5. Direct debits will first be carried out on the fifth (5<sup>th</sup>) business day of the month prior to the monthly or anniversary Due Date for Monthly Plan and Annual Plan respectively.

6. In the event that Your financial institution refuses to pay any direct debit made under the arrangement, We will notify You and request for an alternative Nominated Account or payment mode.
7. Any information provided by You (or the Account Holder) will be treated as confidential and will not be disclosed unless required by law or authorised by You or the Account Holder.
8. Second attempt of the direct debits will be carried out on thirteenth (13<sup>th</sup>) business day of the month prior to the monthly or anniversary Due Date for Monthly Plan and Annual Plan respectively.
9. In the event that the direct debit payment from the Nominated Account fails and no payment through any alternative payment mode is made by the payment due date, Your Policy will not be renewed.

### **ONE POLICY RESTRICTION**

You shall not be covered under more than one Cancer Plus Guard Insurance issued by Us. If You are covered under more than one such Policy, We will consider You to be insured under the Policy which provides the highest amount of benefits. If the benefits under each of such Policy are identical, We will consider You to be insured under the Policy first issued by Us.

### **ALTERATIONS**

1. We reserve the right to alter the Policy as We reasonably considers appropriate and We will inform You with a written notice at least thirty (30) days in advance of any such alteration. For avoidance of doubt, We may change the premium rates, Policy terms and conditions at Our discretion at any renewal. Your continued payment of premium after We give such notice will mean You have accept the change.
2. Any misrepresentation of or failure to disclose material facts by You will entitle Us to alter, amend or cancel the Policy having regard to the true facts and all benefits under the Policy shall be forfeited. A material fact is any information which could influence Us in Our assessment of Your application.

### **CHANGE OF INSURANCE PLAN**

Any request for change of plan must be in writing not more than thirty (30) days before the renewal of this Policy. The change, subject always to Our written approval, shall be effective from the next renewal of the Policy following the date of such request for change. Where a change of Plan is approved by Us, any and all increase in the Sum Insured under the expiring Period of Insurance per "AUTOMATIC STEP UP OF SUM INSURED" Clause will no longer

apply to the Policy of the changed Plan and the sum insured under the changed plan will be reset as if the Policy is issued for the first time under the new plan. For the avoidance of doubt, retroactive change of plan is not allowed.

### **ACCEPTANCE OF INSTRUCTIONS**

Any Instruction, request or notice will not be accepted by the Company until such documents, information and consents as We may reasonably require are received at Our office address stated in the Policy.

### **NO TRUST**

We do not recognise or will not affect any notice of trust, charge or assignment relating to this Policy and the receipt of the Insured or their legal personal representative or any person to whom any benefit is expressed to be payable, shall in all cases effectively discharge our liability under the Policy.

### **FRAUD**

If any claim made under this Policy shall in any respect be false or fraudulent or if fraudulent means or devices are used by You or anyone acting on Your or their behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

### **LEGAL PERSONAL REPRESENTATIVES**

The terms and conditions of this Policy shall also apply to Your legal personal representatives.

### **GOVERNING LAW**

This Policy is to be construed according to the laws of Singapore.

### **LEGAL PROCEEDINGS**

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

### **ARBITRATION**

1. Any difference of medical opinion in connection with the results of any Injury, Illness, death or expense will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts

at the outset and the umpire's decision shall be conclusive.

2. Where We have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to arbitration in Singapore and Singapore law will apply. The arbitration shall be heard by a single arbitrator to be agreed by the parties within 14 (fourteen) days from the commencement of arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act (Cap 10) or any statutory re-enactment thereof. Arbitration proceedings shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. Where any dispute is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against Us.

## **COMMENCEMENT OF ARBITRATION OR COURT ACTION**

If We offer an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within twelve (12) calendar months from the date of such an offer or disclaimer referred to arbitration as required under "Arbitration" condition or been made subject to pending court action, the claim shall be deemed to have been abandoned and We shall have no liability for the claim.

## **CLAIMS**

The following claims conditions apply to the whole Policy and have to be observed by the Insured and the Insured's legal personal representative. We will act in good faith in all our dealings with the Insured and/or the Insured's legal personal representative. Equally, the payment of claims is dependent on due observation of the followings:

### **1. Notification and Proof of Claim**

You (or Your legal personal representative) must inform Us as soon as possible in the event of any claim or potential claim under the Policy and provide Us the following:

- a. Completed Claim Form within fifteen (15) days after We have been notified of a claim;
- b. Information, evidence or supporting document (to be supplied at the claimant's expense) including receipts, medical certificates or medical reports which We may require;
- c. You or Your legal personal representative's written consent to allow Us to receive the results of any of Your medical examinations, tests and/or the medical history or records;
- d. Such other information that We may reasonably require.

Incomplete Claim Forms will not be accepted for processing of claims and payment. Originals of all relevant documents and bills must be

submitted with the completed Claim Forms. Photocopies are not acceptable.

If on the balance of medical fact or probability it is appropriate for Us to decline a claim by virtue of any of the Exclusions or terms and conditions of the Policy, You shall have the right and obligation to produce such medical evidence as We may reasonably require to enable it to reconsider a claim under the Policy.

### **2. Examinations**

The Company shall have the right and opportunity through its medical representatives to examine You whenever and as often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

### **3. Currency Exchange Rates**

We will pay all admissible claims in Singapore currency. Charges incurred in any other currency shall be payable in Singapore Dollars on the basis of the exchange rate as stipulated by the Company. We shall not bear any bank charges or credit charges.

### **4. Payment**

All benefits of this Policy are payable to You except that in respect of Your death, to Your estate.

## **GOODS AND SERVICES TAX ON POLICY EXCESS/DEDUCTIBLE**

All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the Policy, GST will be levied accordingly on the Excess/Deductible amounts and the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.

## **PART 4: ADDITIONAL TERMS**

The following conditions shall apply to this Policy unless otherwise stated and/or deleted in the Schedule.

### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this Insurance or any Endorsement thereto it is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of terrorism means an act, including but not limited to

the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **TOTAL ASBESTOSIS EXCLUSION**

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving

1. asbestos; or
2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT EXCLUSION**

It is hereby declared and agreed that a person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) (or any subsequent amendments thereof) to enforce any of its terms.

### **PERSONAL DATA PROTECTION**

In relation to the personal data collected for this Policy, You agreed and acknowledged that

1. We may collect, use and disclose the personal data for the purposes stated in its Privacy Policy, which include underwriting and administering the Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
2. We will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the Insured's consent have not been obtained. If We wish to use, disclose or process the personal data for another purpose We will seek Your prior written consent;
3. We may disclose the personal data for the purposes to a related corporation; subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by

any law; and our third party service providers and agents (acting on Our behalf). Those recipients may be located in or outside Singapore.

### **PAYMENT BEFORE COVER WARRANTY**

1. The Premium due must be paid to the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Company or the intermediary when one of the following acts takes place:
  - a. Cash or honoured cheque for the premium is handed over to the Company or the intermediary;
  - b. A credit or debit card transaction for the premium is approved by the issuing bank;
  - c. A payment through an electronic medium including the internet is approved by the relevant party;
  - d. A credit in favour of the Company or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Company (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Company or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance and the cover shall be treated as if never put in place. Free Look provision does not apply to Bond.

### **SANCTION LIMITATION EXCLUSION CLAUSE**

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, United Kingdom or United States of America.

## **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 your insurer or visit the GIA/LIA or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## **CYBER RISKS EXCLUSION CLAUSE (NMA2915)**

### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by perils of Fire and Explosion.

### **2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes

programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

## **ELECTRONIC DATE EXCLUSION**

The Company will not pay for any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to

1. correctly recognise any date as its true calendar date;
2. capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
3. capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

Subject otherwise to the Terms of the Policy.

## **JURISDICTION**

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.