# Policy Conditions Personal Accident

## **Master policy**

This is a group personal accident insurance **policy** and it contains details of benefits, conditions and exclusions relating to each **insured person's** insurance cover under this **policy**. The **policy** will form the basis on which **we** will settle all claims.

Any statement, information or declaration the **insured person** has given, or that has been made on their behalf, including any declaration made over the phone, or by fax, email or the internet at the time of application, will form the basis of the contract.

### **Eligibility**

This **policy** is only available to **insured persons** who:

- have been nominated by the policyholder to be covered under this policy;
- hold a valid Singapore identification document such as a Singapore National Registration Identification Card (NRIC), Employment Pass, Work Permit, Long Term Visit Pass or Student Pass:
- are living or working in Singapore; and
- are aged between 60 days old and 65 years old (both ages inclusive) at the time of application for this insurance cover.

## Things to remember

 We do not cover claims arising from sickness. We also do not cover claims arising from pre-existing medical conditions.

### **Definitions**

**Accident** or **accidental** means a sudden, unexpected event which happens during the **period of insurance** and which must be the only cause of **injury**.

Family member means the insured person's husband or wife, children, parents, brothers and sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, daughters-in-law, sons-in-law or grandchildren.

**Injury** means damage or harm caused to the body by an external force suffered during the **period of insurance** and which is caused only by an **accident**.

**Insured person** means the individual nominated by the **policyholder** to be covered under this **policy**.

Losing means permanent and total loss of use, or loss by having part of the body (as listed in the scale of compensation table) cut or torn off, as confirmed by our medical practitioner.

**Losing hearing** means permanent and total loss of hearing, as confirmed by **our medical practitioner**.

**Losing a limb** means permanent and total loss of, or loss of use of, a hand at or above the wrist or a foot at or above the ankle. This must be confirmed by **our medical practitioner**.

Losing sight means total and permanent loss of use of an eye which means being absolutely blind in that eye and which is beyond cure either by surgical or other treatment. This must be confirmed by **our medical practitioner**.

**Losing speech** means permanent and total loss of the ability to speak and which is beyond cure either by surgical or other treatment, as confirmed by **our medical practitioner**.

Medical practitioner means any person registered

and legally qualified as a doctor by a medical degree in western medicine and authorised by the medical licensing authority of that country to provide medical or surgical service within the scope of their licence and training. The medical practitioner should not be the insured person, the insured person's family member, partner, business partner, employer, employee or agent.

**Period of insurance** means the period of cover as stated in the email confirmation sent by **us** to the email which the **insured person** or the **policyholder** has provided to **us** in the **policy** application form or in any other written form acceptable to **us**.

**Permanently disabled** or **permanent disability** means suffering from one of the items of disablement listed in the scale of compensation table in this **policy**, and which was caused only by an **accident**, as long as:

- the disability lasts for 12 months in a row from the date of accident; and
- our medical practitioner confirms that it is not going to improve after 12 months.

**Permanent total disability** means total disability caused only by an **accident** that:

- will in all probability entirely prevent the insured person from working in any job for a salary or wage or stops the insured person from carrying out any business whatsoever for the rest of the insured person's life; and
- lasts for 12 months in a row from the date of the accident; and
- our medical practitioner confirms that it is not going to improve after 12 months.

**Policy** means this document of policy.

**Policyholder** means the organization named in the **policy schedule.** 

**Pre-existing medical condition** means any injury or **sickness**, including any complications which may arise:

- a which the **insured person** knew about before the start of the **insured person's period of insurance**;
- b which the insured person has received diagnosis, consultation, medical treatment or prescribed drugs for within 12 months before the start of the insured person's period of insurance; or
- c for which the insured person has been asked to get medical treatment or medical advice by a medical practitioner within 12 months before

the start of the insured person's period of insurance.

**Prohibited person** means a person or entity who is, or who is **related** to a person or entity:

- subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict us from providing insurance or carrying out any transaction under this policy, or
- who is involved in any terrorist or illegal activities or placed on sanctions listing or issued with freezing order.

**Related** includes relationships such as parent, stepparent, child, step-child, adopted child, spouse, sibling, step-sibling, adopted sibling, parent-in-law, child-in-law, sibling-in-law, cousin, uncle, aunt, grandparents, niece, nephew, grandchild, employee, employer, associate, parent company, subsidiary and shareholder.

Relevant Person includes persons and entities such as the policyholder, insured person, trustee, settlor, beneficiary, assignee, nominee, payee, mortgagee, financier of the application/policy, and in relation to an entity, its director, partner, manager, person having executive authority, authorised signatory, shareholder or beneficial owner.

**Sickness** means worsening physical health not caused by an **accident**.

**Table of cover** means the table below showing the list of types of benefits and maximum benefit limit **we** will pay while this **policy** is in force. It will depend on the terms, conditions, limits and exclusions of this **policy**.

Benefits		Maximum benefit (S\$) per insured person
Section 1	Accidental death	50,000
Section 2	Permanent disability	50,000

**We, our, us,** and **Income** means Income Insurance Limited.

## What the policy covers

This **policy** will protect the **insured person** financially when a death or **injury** happens during the **period of insurance**.

The amount **we** will pay depends on the conditions and maximum benefit limits of the **insured person's** plan as set out in the **table of cover**.

#### **Benefits**

#### Section 1 - Accidental death

If the **insured person** is involved in an **accident** during the **period of insurance**, and due only to this **accident** dies within 90 days from the date of the **accident**, **we** will pay the **insured person's** legal personal representative up to the maximum limits as shown in section 1 of the **table of cover**.

#### What we do not pay under section 1

Besides the general exclusions listed in part 2 of the general conditions, **we** will also not pay any claim under section 1 of **table of cover** if:

- 1 the death or disability resulting in the death is caused directly or indirectly by sickness (for example, a heart attack or stroke) and not by an injury; or
- 2 the death is caused directly or indirectly by any physical disability which existed before the start of the period of insurance.

#### Section 2 – Permanent disability

If the insured person is involved in an accident during the period of insurance, which causes an injury and due only to this accident the insured person becomes permanently disabled within 90 days from the date of the accident, we will pay the insured person up to the maximum benefit limit shown in section 2 of the table of cover using the scale of compensation table as shown below.

Scale of compensation

Description of disability  Permanent total disability  osing sight of both eyes  osing two limbs  osing sight of one eye, except perception of light  osing one limb  osing speech  osing hearing in both	Percentage of sum insured as shown under section 2 in the table of cover 100% 100% 50% 50%
osing sight of both eyes osing two limbs osing sight of one eye, except perception of light osing one limb osing speech osing hearing in both	100% 100% 100% 50%
osing two limbs osing sight of one eye, except perception of light osing one limb osing speech osing hearing in both	100% 50% 50%
osing sight of one eye, except perception of light osing one limb osing speech osing hearing in both	50% 50%
except perception of light cosing one limb cosing speech cosing hearing in both	50%
osing speech osing hearing in both	
osing hearing in both	50%
= =	1
ears	50%
osing four fingers and humb of one hand hird Degree Burns	50%
lead - Damage as a sercentage of total body urface area equal to or greater than 8%; equal to or greater than 5% but less than 8%; or equal to or greater than 2% but less	100% 75% 50%
Body - Damage as a percentage of total body urface area equal to or greater than 20%	100% 75%
)	ercentage of total body urface area equal to or greater

**We** will not pay any compensation if the disability is not listed in the scale of compensation.

The total of all percentages of the sum insured payable under section 1 and section 2 of the **table** of cover will not be more than 100% during the period of insurance.

**We** will reduce any compensation due for accidental death by any payment which **we** have already made under the scale of compensation of in section 2 within the **period of insurance**.

We will not pay extra compensation for any specific item which is part of a greater item due under this policy. For example, we will pay for losing an upper limb, but we will not pay again for losing a finger or thumb.

#### What we do not pay under section 2

Besides the general exclusions listed in part 2 of the general conditions, **we** will also not pay any claim under section 2 if:

- the disability is caused directly or indirectly by sickness (for example, a heart attack or stroke) and not by an injury; or
- 2 the disability is caused directly or indirectly by any physical disability which existed before the start of the **period of insurance**.

# General conditions which apply to the whole policy

#### 1. Benefit extensions

#### a Act of terrorism cover

If any of the losses covered under section 1 – Accidental death and section 2 – Permanent disability arises from or in relation to an act of terrorism, **we** will still cover the loss, up to the limit shown in the **table of cover**. This extension is only valid if the **insured person** did not take part in the act of terrorism or make an agreement with other people to carry out the act.

#### **b** Disappearance

If the **insured person**'s body is not found within 12 months after the sinking, wrecking or destruction of the public transport in which the **insured person** is travelling during the **period of insurance**, we will consider the **insured person** to be dead and pay the appropriate death benefit shown in the **table of cover** as described in Section 1 – Accidental death.

The payment of the death benefit is made to the **insured person**'s legal personal representatives after they have signed an undertaking to **us** to guarantee that if the **insured person** is subsequently found to be alive they will, when asked, return to **us** the sums that **we** have paid under this extension.

# c Suffocation by smoke, poisonous fumes, gas or drowning

If the **insured person** suffers an **injury** or dies from accidentally breathing in smoke, poisonous fumes, gas or by drowning, **we** will pay up to the limit described in section 1 – Accidental death and section 2 – Permanent disability as shown in the **table of cover.** This extension is only valid if the event does not arise because of the **insured person's** deliberate act.

#### 2. General Exclusions

This **policy** does not cover claims directly or indirectly caused by or arising from:

- a the insured person deliberately injuring themselves, committing suicide or attempting suicide while sane or insane, the insured person's criminal act, provoked assault, deliberate acts or putting themselves in danger (unless the insured person is trying to save human life);
- **b** the effect or influence of alcohol or drugs;
- **c** use of firearms or any other weapons;
- d pregnancy, childbirth, abortion, miscarriage or all complications or death arising from these conditions;
- e illness, disease, bacterial or viral infections even if contracted accidentally;
- **f** mental problems or insanity;
- g sexually transmitted infections, human immunodeficiency virus (HIV) or any HIV-related illness including acquired immunity deficiency syndrome (AIDS) or any mutant derivatives or variations of this however they are caused;
- h pre-existing medical conditions or physical problems suffered by the insured person which existed before the start of the period of insurance for the insured person's insurance cover;
- the **insured person** taking part in flying or other aerial activities except as a fare-paying passenger in a licensed passenger-carrying aircraft;

- j the insured person taking part in any professional sports or in any sports for which one would or could earn or receive any form of pay;
- k the insured person taking part in any kind of speed contest or racing (other than on foot), including the use of any ATV (all-terrain vehicle);
- I an accident while driving or riding on a motor race track;
- m an accident while riding on a motorcycle (but not as a passenger);
- n taking part in any dangerous activities or sports including caving, potholing, rock climbing (except on man-made walls) or mountaineering which involves using ropes, any underwater activities involving underwater breathing apparatus (except scuba diving for leisure purpose with a diving buddy or instructor and no deeper than 30 meters below sea level), sky diving, cliff diving, bungee jumping, BASE (building, antenna, span, earth) jumping, paragliding, hang-gliding, parachuting;
- o any recreational activity where the following conditions are not met:
  - the insured person must comply with all safety procedures, such as wearing safety equipment and following rules and regulations; whether specifically advised or generally expected of a reasonable person, and
  - where guidance and supervision of licensed guides or instructors are available, the recreational activity must be carried out under the guidance and supervision of licensed guides or instructors of the tour operator or activity provider;
- **p** the consequences of war, revolution or any similar event;
- q radioactivity or damage from any nuclear fuel, material or waste;
- r taking part in any naval, military or air forces services or training (other than for reservist training under the Section 14 of the Enlistment Act, Chapter 93 of Singapore) or taking part in operations of an offensive nature planned or carried out by the civil or military authorities;
- s failing to take reasonable efforts to avoid injury or minimize claims under this policy; or
- t any accident which arises in the course of occupation if it falls within the following categories or involves the following activities: professional divers, professional sportspeople, jockeys, marine salvage crew, oil riggers, stevedores, people directly involved in making or

handling explosives.

If we refuse to pay a claim as a result of any of the exclusions listed above and the insured person or policyholder disagrees with our decision, the insured person or policyholder is responsible for proving that we are legally responsible for the claim. If any part of any exclusion is found to be invalid or we cannot enforce it, it will not affect the rest of the exclusions.

#### 3. Cover

This **policy** covers the **insured person** while in Singapore and outside Singapore.

#### 4. Aggregate Limit

The total claims payable under this **policy** for any single event where a number of **insured persons** are together, shall not be more than \$500,000.

If the total claims payable for any single event are more than \$500,000, the maximum benefit limit for each **insured person** as shown in the **table of cover** shall be pro-rated accordingly.

#### 5. Paying benefits

**We** will pay the benefits listed in this **policy** only if **we** have been given satisfactory proof of the claim.

We will pay all benefits shown in the table of cover to the insured person unless the insured person dies as described in section 1 – Accidental death, in which case we will pay the benefits to the insured person's legal personal representative.

When **we** pay the benefits as described above, **we** will have no further legal responsibility to the **insured person** under this **policy** for the claim.

Despite anything **we** have said to the contrary, **we** will not pay any claim if the laws of Singapore or of the **insured person's** home country prevent **us** from doing so.

#### 6. Fraud

The **policyholder** and the **insured person** must not act in a fraudulent way. **We** will take the action shown below if the **insured person**, **policyholder**, or anyone

#### acting for them:

- a make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way:
- **b** make a statement to support a claim knowing the statement to be false in any way;
- c send us a document to support a claim knowing the document to be forged or false in any way; or
- d make a claim for any loss or damage caused by the insured person's deliberate act or with their knowledge.

We may do the following:

- **a** We will not pay the claim.
- **We** will not pay any other claim which has been or will be made under the **policy**.
- **c** We may declare the **policy** invalid.
- **d We** can recover from the **insured person** the amount of any claim **we** have already paid under the **policy**.
- **e We** may not allow the party who has committed the fraud to buy other policies from **us**.
- f We may report the insured person or policyholder to the police.

#### 7. Reasonable care

The **insured person** must take all reasonable precautions to avoid an **injury** and take all practical steps to minimize claims.

#### 8. Duplicate coverage

If the **insured person** has multiple enrolments for cover under this **policy**, **we** will pay the benefit under only one cover for the same event.

#### 9. Taking over the rights

**We** can take over any rights to defend or settle any claim and to take proceedings in the **insured person's** name to enforce their or **our** rights against any other person.

#### 10. Claims conditions

- a The policyholder or the insured person must tell us as soon as possible, and in any case within 30 days, about any accident which may give rise to a claim under this policy.
- b We pay all claims in Singapore dollars. If the insured person suffers a loss which is in a foreign currency, we will convert the amount into Singapore dollars at the exchange rate which we will decide on at the date of the loss.

# 11. What to provide when sending us a claim

The **insured person** or their legal representatives must supply all information, reports, original invoices and receipts, evidence, medical certificates, documents (such as translation of a foreign-language document into the English language), confirmed by oath if necessary, **we** may need before **we** assess any claim. **We** may refuse to refund any expense which are not supported by original receipts or invoices.

#### 12. Ending the insurance

The insurance cover for the **insured person** will end immediately when:

- we have paid a total of 100% of the sum insured under section 1 Accidental death and section 2
   Permanent disability; or
- **b we** cancel this **policy** under general conditions part 6;
- the **insured person** does not or no longer satisfy any of the eligibility requirements for this **policy**; or
- d the period of insurance has ended.

#### 13. Excluding third party rights

A person or company who is not covered by this **policy** has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce this **policy**.

#### 14. Currency and interest

All dollar amounts shown in the policy and table of

**cover** are in Singapore dollars (S\$). **We** will not add interest to any amount **we** pay under this **policy**.

#### 15. Prohibited persons

If the **insured person** or any **relevant person** is found to be a **prohibited person**:

- a we are entitled not to accept the application; and
- b if any policy is issued, we are entitled to end the policy, not pay any benefit or not allow any transaction to be carried out under the policy. We will not refund any unutilised premium when the policy is ended.

**Our** decision in every respect of the above will be final.

The **policyholder** or **insured person** will need to inform **us** immediately if there is any change in any **relevant person's** identity, status or identity documents.

#### 16. Governing law

Singapore law will apply to this **policy**.

#### **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 Income or visit the GIA / LIA or SDIC web-sites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).