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GROUP PERSONAL ACCIDENT INSURANCE POLICY

WHEREAS the **insured** by a proposal and declaration which is the basis of and is deemed to be incorporated within this contract has applied to MSIG Insurance (Singapore) Pte. Ltd. (the **company**) for the insurance contained in this policy and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms, exceptions and conditions contained in or endorsed onto this policy if during the period of insurance or any subsequent period for which the **insured** shall have paid and the **company** shall have agreed to accept the renewal premium any **insured person** is stated in the **schedule** suffers **injury** which gives rise to a benefit described in the policy the **company** will, unless otherwise provided in the **schedule**, pay to the **insured** the compensation specified in the policy.

DEFINITIONS

Certain words have been defined below. These have the same meaning wherever they are used in the policy. They appear in **bold print** (e.g. **insured person**).

Accident means:
An event which happens suddenly and gives rise to a result which the **insured person** did not intend or anticipate.

Hospital means:
A lawfully operating institution for the care and treatment of sick and injured persons, which has 24 hours nursing services by registered graduate nurses, one or more **physicians** available at all times and organised facilities for diagnosis and major surgery, which shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, home for the aged or similar establishment.

Injury means:
All bodily injury to the **insured person** occurring anywhere in the world caused solely and directly by an **accident** and not by sickness, disease or gradual physical or mental wear and tear.

Insured/you/your:
The policy owner named as insured in the **schedule**.

Insured person means:
Each of the persons described as such in the **schedule**.

Lump sum benefit means:
The total amount of compensation insured for death or disablement, but excluding any **weekly benefit**.

Physician means:
A qualified medical practitioner other than you, your relative, the **insured person** or the **insured person's** relative who is licensed by the medical authorities of the country in which treatment is provided to practise western medicine and surgery, and who in rendering such treatment is practising within the scope of his or her licensing and training in his/her geographical area of practice.

Schedule means
A document which is part of the policy which gives details of the cover you have.

Weekly benefit means:
Any compensation payable at a rate per week.

We/us/our/the **company**
MSIG Insurance (Singapore) Pte. Ltd.

THE BENEFITS

The **company** will pay the compensation for death or disablement as described below if the **insured person** suffers **injury** which within 104 weeks of its happening is the sole cause of the death or such disablement.

	Benefits	**Compensation**
A	Death	The sum insured for death as specified in the **schedule**.
B	Permanent loss or disablement as specified below	Sum equal to percentage of the sum insured as specified in the **schedule**. The percentage payable is shown below against each benefit:
	1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
	2. Total and permanent loss of all sight in one or both eyes	100%
	3. Total loss by physical severance or total and permanent loss of use of:	
	(a) one or two limbs	100%
	(b) one or two hands	100%
	(c) arm above the elbow	100%
	(d) arm at or below the elbow	100%
	(e) leg above the knee	100%
	(f) leg at or below the knee	100%
	4. Permanent total insanity	100%
	5. Total and permanent loss of sight in one eye except perception of light	50%
	6. Total loss by physical severance or total and permanent loss of use of	
	(a) thumb and four fingers of one hand	70%
	(b) four fingers of one hand	45%
	(c) thumb (two phalanges)	25%
	(d) thumb (one phalanx)	10%
	(e) index finger (three phalanges)	15%
	(f) index finger (two phalanges)	10%
	(g) index finger (one phalanx)	5%
	(h) middle finger (three phalanges)	10%
	(i) middle finger (two phalanges)	7%
	(j) middle finger (one phalanx)	3%
	(k) ring finger (three phalanges)	10%
	(l) ring finger (two phalanges)	7%
	(m) ring finger (one phalanx)	3%
	(n) little finger (three phalanges)	10%
	(o) little finger (two phalanges)	7%
	(p) little finger (one phalanx)	3%
	(q) all toes of one foot	18%
	(r) great toe (two phalanges)	6%
	(s) great toe (one phalanx)	3%
	(t) any other toe	3%
	(u) metacarpals (first or second)	3%
	(v) metacarpals (third, fourth or fifth)	2%

	7. Total and permanent loss of	
	(a) hearing in two ears	75%
	(b) hearing in one ear	25%
	(c) speech	60%
	8. Any permanent partial disablement not specified above other than loss of sense of taste or smell for which no Compensation is payable	Such percentage to be assessed by Us as in the opinion of Our advisers is not inconsistent with the percentages specified above and without regard to the **insured person's** employment or occupation.
C	Temporary total disablement from engaging in or attending to the **insured person's** usual employment or occupation and certified by a **physician**	The **weekly benefit** as specified in the **schedule**, for a period not exceeding 104 weeks from the commencement of the disablement.
D	Temporary partial disablement from engaging in or attending to the **insured person's** usual employment or occupation and certified by a **physician**	The **weekly benefit** as specified in the **schedule**, for a period not exceeding 104 weeks from the commencement of the disablement.
E	Medical, surgical, **hospital**, nursing home and nursing fees or charges necessarily incurred within 104 weeks of the happening of the **injury**, provided that all such fees or charges are necessarily and reasonably incurred for professional services rendered by a **physician** and/or at a **hospital**.	Reimbursement up to the sum insured as specified for medical expenses, in the **schedule** in respect of any one **injury**. This sum insured is the limit for any one period of insurance.

COMPENSATION LIMITS IN RESPECT OF ANY ONE INSURED PERSON

1. **Lump sum benefit** shall not be payable for

   (a) any specific item of benefit B where that item is also comprised in any other item of benefit B for which a greater amount of compensation is payable in the circumstances

   (b) Benefit A in addition to any benefit B if caused by the same **accident**, except that if a payment has been made under any part of benefit B and death occurs subsequently solely caused by and within 104 weeks of the **accident**, then the **company** will pay any difference if the compensation payable for benefit A is greater than that already paid for benefit B

   (c) more than 100% of the sum insured for benefit A or benefit B (whichever is the higher) in any one period of insurance in total for any or all of benefits for any one **insured person**

   (d) Benefit B1 until one year after the happening of the **injury**.

2. **Weekly benefit** shall not be payable for:

   (a) any period of time subsequent to the death of the **insured person** or subsequent to compensation becoming payable under any part of benefit B

   (b) both benefits C and D for the same period of disablement.

3. **Weekly benefit** for either or both of benefits C and D shall be payable when the total amount has been agreed, or at the **insured's** request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by the **company** of written notice of the **injury**.

4. Nothing will be payable in respect of benefit E if there is any other insurance in force covering the loss or if the **insured** or the **insured person** are entitled to indemnity from any other source, provided that the **company** shall not be relieved of liability under this benefit so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

EXTENSIONS

1. **Clothing and personal effects damage compensation**

   The **company** undertakes to pay to the **insured person** who sustains **injury** and damage to the clothing as well as personal effects in the same **accident** (but only to the extent that they are not recoverable from any other source) an amount not exceeding S$500 for such damage arising out of any one **injury** provided that medical expense is also payable under this policy.

2. **Chinese physician / chiropractor treatment expenses**

   This policy extends to cover the chinese physician or chiropractor treatment expenses necessarily and reasonably incurred and supported by receipts from a qualified chinese physician or chiropractor, who is duly licensed or registered to do so according to the laws and regulations applicable in the geographical area of his or her practice, for an amount not exceeding S$500 in total per **insured person**. The **company** shall not be liable for more than S$50 per consultation which cannot be more than one treatment per day.

   This extension applies to the **insured persons** in respect of whom medical expenses cover exists for an amount not less than S$2,500 each under this policy.

3. **Disappearance**

   The **company** shall presume death to have been suffered by the **insured person** if he or she is missing for 12 consecutive months, and sufficient evidence is provided that leads the **company** to the conclusion that death was caused by an **injury**. However, if at any time after payment of compensation under this policy for such death the **insured person** is found to be living, such compensation shall be refunded to the **company**.

4. **Exposure**

   If the **insured person** suffers an **injury** and then, in consequence of that **injury** suffers death or disablement as a result of exposure to the natural elements, the **company** will consider such death or disablement as having been caused by an **injury**.

All extensions are subject to terms, conditions and exceptions of this policy.

OVERALL COMPENSATION LIMIT

The maximum liability of the **company** in respect of all **insured persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of S$5,000,000 or the total amount of compensation payable in respect of such **insured persons**, whichever is the lesser.

If the total amount of all claims for **insured persons** travelling in one conveyance exceeds the conveyance limit, the **company's** liability in respect of each of such **insured persons** will be a rateable proportion of the benefits due in respect of that person.

CLAIM CONDITIONS

1. Notice shall be given to the **company** as soon as possible but in any case within 30 days of the happening of any **injury** in respect of which a claim is to be made.

2. The **insured** or other claimant shall at the **insured's** or other claimant's own expense furnish to the **company** such certificates information and evidence as the **company** may reasonably require.

3. Any **insured person** shall as soon as possible after the happening of any **injury** in respect of which a claim is to be made procure and follow medical advice from a **physician**.

4. Any **insured person** may have to undergo further medical examination required by the **company** at the **company's** expense.

5. The **company** shall in the case of the death of any **insured person** be entitled to have a post mortem examination at the **company's** own expense if this is not forbidden by law.

6. If there is any dispute as to the liability and amount to be paid under this policy, such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this policy that an arbitration award shall be first obtained.

   If the dispute shall not within 12 months from the date of disclaimer of liability or date of rejection of the offer made have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. If an action or suit is not commenced within 12 months after the arbitration award is made under claim condition 6 of this policy, the **company** shall not be liable for such claim under this policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the **company**.

GENERAL EXCEPTIONS

The **company** will not pay compensation for:

1. **Injury** caused by the **insured person** engaging in:

   (a) air travel except as a passenger in a fully licensed passenger carrying aircraft;

(b) any trade, technical or sporting activity or as crew in connection with an aircraft;

(c) motorcycling (as driver or passenger).

2. **Injury** caused by the **insured person** engaging in or practising for:

(a) Parachuting;

(b) hang gliding;

(c) any kind of race (other than on foot or swimming) or trial of speed or reliability;

(d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes;

(e) underwater activities necessitating the use of compressed air or gas.

3. **Injury** caused by:

(a) suicide or attempted suicide while sane or insane, intentional self-injury, criminal act, provoked assault or wilful exposure to peril (other than in an attempt to save human life);

(b) pregnancy , childbirth, miscarriage, abortion or any complications arising from such conditions;

(c) mental or nervous disorders, including but not limited to insanity;

(d) any pre-existing physical or mental defect or infirmity, Human Immunodeficiency Virus (HIV) or any HIV related illness includi ng AIDS or any mutant derivative or variations thereof however caused, sexually transmitted disease, any other illnesses or diseases of any kind;

(e) the **insured person** being under the influence of drugs (other than those prescribed by a **physician** but not when prescribed for the treatment of drug addiction);

(f) the **insured person** being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the **injury**.

4. **War & terrorism exclusion**

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

(b) any act of terrorism including but not limited to

(i) the use or threat of force, violence and

(ii) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and contamination by chemical and biological agents,

by any person (s) or group (s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and to put the public or any section of the public in fear, or

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

5. **Institute radioactive contamination, chemical, biological, biochemical and electromagnetic weapons exclusion**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof;

(c) any weapon or device employing atomic or nuclear fission and fusion or other like reaction or radioactive force or matter;

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

(e) any chemical, biological, bio-chemical or electromagnetic weapon.

If the **company** alleges that by reason of these general exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon the **insured**.

6. **COVID-19 and pandemics exclusion**

Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, whether actual or perceived:

(a) Coronavirus (COVID-19) including any mutation or variation thereof; or

(b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

7. **Sanction Limitation and Exclusion Clause**

We shall not be liable in respect of 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 applicable national laws, United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL CONDITIONS

1. **Communication in writing**

Every notice or communication to be given or made under this policy shall be delivered in writing to the **company**.

2. **Misrepresentation**

Any other misrepresentation, misdescription of or non-disclosure material facts by the **insured** or **insured person**, will entitle the **company** to alter, amend, cancel or void the policy having regard to the true facts. A material fact is any information that could influence the **company** in its assessment of the proposal.

3. **Renewal**

This policy may be renewed from year to year by mutual agreement between the **insured** and the **company** but in any case shall terminate in respect of any **insured person** at the end of the period of insurance during which that **insured person** attains the age of 70 years.

4. **Notice of material changes**

The **insured** shall give immediate written notice to the **company** of any change in any of the **insured person's** occupation or of any other insurance effected by or on behalf of any **insured person** by the **insured** providing any benefit for a benefit arising out of an **injury** insured by this policy. The **insured** need not notify short term travel or coupon policies or any policy where the benefit is provided as an adjunct to the main purpose of the Policy.

5. **Fraud**

If any claim under this policy shall be in any respect fraudulent, all benefits under this policy shall be forfeited.

6. **Non-assignment and discharge**

The **company** will not recognise or be affected by any notice of trust, charge or assignment relating to this policy. The receipt of the **insured**, or **insured's** legal personal representatives or of any person(s) to whom any benefit is expressed to be payable shall in all

cases effectively discharge the **company's** liability.

7. **Premium adjustment**

If the premium for this policy has been calculated on any estimates furnished by the **insured**, the **insured** shall keep an accurate record containing all particulars relative to it and shall at all times allow the **company** to inspect such record. The **insured** shall within one calendar month from the expiry date of each period of insurance furnish to the **company** such particulars and information as the **company** may require. The premium for such period of Insurance shall then be adjusted and the difference paid by or allowed to the **insured** as the case may be subject to receipt and retention of any minimum premium applicable.

8. **Cancellation**

The **company** may cancel this policy by sending seven days' notice by registered letter to the **insured** at his last known address and in such event will return to the **insured** the premium paid less the pro rata portion thereof for the period the policy has been in force. The policy may be cancelled at any time by the **insured** by giving seven days' notice to the **company** and provided no claim has arisen during the then current period of insurance the **insured** shall be entitled to a return of premium subject to the **company's** short period rates for the period the policy has been in force and subject to any adjustment of premium required by the terms or conditions of this policy.

9. **Due observance**

The due observance and fulfillment of the terms, conditions and endorsements of this policy by the **insured** and the **insured person**(s) and the truth of the statements and answers in the application shall be conditions precedent to any liability on our part to make any payment under this policy.

10. **Applicable law**

This contract of insurance is governed by and is to be construed in accordance with the laws of Singapore. The court of competent jurisdiction in Singapore shall have the exclusive jurisdiction over all matters relating to the construction, validity and performance of this contract of insurance.

11. **Legal personal representative**

The terms exceptions and conditions of this policy, so far as applicable and with any necessary modifications, shall apply to the **insured person's** legal personal representative.

12. **Exclusion of rights under the contracts (Rights of third parties) act**

A person who is not a party to this policy contract shall have no right under the contracts (Rights of third parties) Act (Cap 53B) to enforce any of its terms.

13. **Condition precedent**

The validity of this policy is subject to the condition precedent that:

(a) for the risk insured, the named **insured** has never had any insurance terminated in the last 12 months due solely or in part to a breach of any premium payment condition; or

(b) if the named **insured** has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last 12 months:

(i) the named **insured** has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and

(ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named **insured** to the **company** before cover incepts.

14. **Premium Payment Warranty**

(a) Notwithstanding anything herein contained but subject to clause (b) hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the **company** (or the intermediary through whom this policy was effected) within 60 days of the inception date of the coverage under the policy, renewal certificate or cover note.

(b) In the event that any premium due is not paid and actually received in full by the **company** (or the intermediary through whom this policy was effected) within the 60 day period referred to above, then:

(i) the cover under the policy, renewal certificate or cover note is automatically terminated immediately after the expiry of the said 60 day period;

(ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60 day period; and

(iii) the **company** shall be entitled to a pro-rata time on risk premium subject to a minimum of S$25.

(c) If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the **company** (or the intermediary through whom this policy was effected) within the period of insurance.

IMPORTANT – The insured is requested to read this policy. If any error or misdescription be found, the policy should be returned to the issuing office for correction.