

Group Personal Accident Insurance

WHEREAS the Insured named in the Schedule hereto by an application which shall be the basis of this contract and is deemed to be incorporated herein has applied to Great Eastern General Insurance Limited (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the Terms, Exclusions and Conditions contained herein or endorsed hereon.

The Company will pay to the Insured the Compensation set out in the Schedule of Benefits herein if during the period of insurance the Insured shall suffer bodily injury as defined in the said Schedule of Benefits resulting solely and directly from accident caused by violent, accidental, external and visible means.

IMPORTANT NOTICE

The insurance cover provided under this Policy is based on the information the Proposer has provided to Us.

Please be reminded that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise no benefit may be received from this Policy.

You are also requested to read this Policy. If any error or misdescription is found, the Policy should be returned to the issuing office for correction.

PROVISOS

1. No compensation shall be payable unless death or loss takes place within twelve (12) calendar months from the date of the bodily injury causing the same.
2. In the event the Insured claim is payable under Benefit A (DEATH), no claims shall be payable under Benefits B, C, D or E in respect of the same accident giving rise to the claim.
3. In cases where the injuries sustained from the same accident may give rise to claims under Benefits B and C, the Insured shall only be entitled to lodge a claim either under Benefit B or Benefit C, but not both.
4. No Benefit shall be payable under Benefit D:
 - (1) In respect of any one injury more than one hundred and four (104) weeks from the date of the bodily injury.
 - (2) Until the total amount thereof shall have been ascertained and agreed.
5. No compensation shall be payable under Benefit D for any period if disablement subsequent to compensation becoming payable under Benefit B or C inclusive caused by the same event.
6. No compensation shall be payable under any specific Benefit where greater compensation is payable under a Benefit which includes such specific Benefit.
7. In the event of payment to the Insured of any claim made in respect of death or disablement for any of the Insured assessed at 100% of the Sum Insured arising from any one accident then the Policy in respect of the particular Insured shall automatically be deemed to have lapsed and cease to have any further effect.

PROVIDED ALWAYS that the Insurance hereby made is and shall be subject to the conditions and memoranda, if any, endorsed hereon or printed on the back hereof in like manner as if the same were respectively repeated and incorporated herein, and compliance with such conditions and memoranda, and each of them, shall be conditions precedent to the right of the Insured to sue or recover hereunder.

BENEFITS

If such bodily injury shall be the sole and direct cause of:-

COMPENSATION (% of Sum Insured in the Schedule as applicable to the Insured)

A. DEATH

100%

B. PERMANENT DISABLEMENTS:

Loss of

a. all sight in both eyes	100%
b. both hands or feet	100%
c. one eye and one hand or foot	100%
d. one hand and one foot	100%
e. one hand or foot	50%
f. one eye	50%

Note: Claims under Benefit B in respect of any one accident shall not in any event exceed 100% of the Sum Insured under Benefit B

C. OTHER PERMANENT DISABLEMENTS:

Total and permanent

1. Disablement from following any employment or occupation	100%
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Total and permanent loss of

2. hearing or speech	50%
3. hearing in one ear	15%
4. arm from shoulder	75%
5. forearm	65%

6. thigh	75%
7. leg at or below knee	65%
8. thumb (both phalanges)	25%
9. thumb (one phalanx)	10%
10. index finger (three phalanges)	10%
11. index finger (two phalanges)	8%
12. index finger (one phalanx)	4%
13. finger other than thumb or index finger	5%
14. great toe	5%
15. any other toe	1%

Note: Claims under Benefit C in respect of any one accident shall not in any event exceed an aggregate disablement assessment of 100%. "Total and permanent loss" includes total and permanent loss of use.

In addition compensation is paid for any permanent partial disablement (other than loss of sense or smell) not specified above, the proportion being assessed by the Company after consulting its Medical Adviser; without taking into consideration the Insured's occupation, and the Company's percentage assessment in such an event shall not be subject to any challenge by the Insured.

D. i. TEMPORARY TOTAL DISABLEMENT shall be payable if such bodily injury shall, within twenty-one (21) days from the date of the accident giving rise to a claim hereunder, wholly and continuously disable and prevent the Insured from performing every duty pertaining to his profession or occupation 100% per week as listed in column D

ii. TEMPORARY PARTIAL DISABLEMENT shall be payable if such bodily injury shall, within twenty-one (21) days from the date of the accident giving rise to a claim hereunder or immediately following a period of temporary total disablement continuously disable and prevent the Insured from performing an important daily duty pertaining to his profession or occupation 50% per week as listed in column D.

Note: Any sums payable under Benefit D shall be deducted from any sums being payable in respect of the same accident under Benefits A, B or C.

E. MEDICAL EXPENSES

In the event of the Insured incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury suffered by the Insured resulting solely and directly from an accident caused by violent, accidental, external, and visible means then the Company shall refund to the Insured such expenses necessarily incurred and paid up but not exceeding the amount as listed in column E of the Schedule as applicable to the Insured in respect of such an accident. It is a condition precedent to the Company's liability for the payment of such expenses that a detailed account from the medical attendant, surgeon, hospital, nursing home or masseur shall be submitted to and approved by the Company if the Company so require.

EXCLUSIONS

This Policy does not cover:-

1. (a) Death, Disablement or Medical Expenses directly or indirectly caused by War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, Urban Guerilla Activities, Hijacking of any mode of transportation whether politically or criminally motivated, Riot, Civil Commotion, Murder Assault, Act of Terrorism, Kidnapping, Self-Injury, Suicide or Attempted Suicide (whether felonious or not) Intoxication Drugs or Insanity.
- (b) Death or Disablement arising out of or in any way connected with active duties in respect of military training, the maintenance of civil order, the engagement of hostilities (whether war be declared or not) and travel by military aircraft.
- (c) Death, Disablement or Medical Expenses consequent upon the Insured acting on behalf or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto government or to influencing of it by terrorism or violence, loot sack or pillage in connection with any of the aforementioned.
- (d) Death, Disablement or Medical Expenses directly or indirectly caused by or contributed to by or arising from

ionising radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or from nuclear weapons material.

- (e) Death, Disablement or Medical Expenses consequent upon the Insured engaging in winter sports, football, polo, steeple-chasing, riding on horse-back, hunting, mountaineering, parachuting, motor-cycling or scootering (whether as rider or pillion rider), scuba, skin-diving or any underwater activities, motor-rally or racing of any kind other than on foot unless the consent of the Company shall have been previously obtained and recorded by endorsement hereon.
- (f) Death, Disablement or Medical Expenses directly or indirectly caused by:-
 - (i) The Insured being in or having been in or being upon or entering or descending from Aircraft of any kind or resulting from descent or fall from such Aircraft except in respect of the Insured's journeys as a fare-paying passenger over established air routes in a fully-licensed standard type aircraft owned and/or operated by recognized Airlines
 - (ii) The omission or failure of the Insured to comply with any order or instruction of the Pilot or other officials of the Airline.
- (g) Death Disablement or Medical Expenses consequent upon pregnancy, child-birth, miscarriage or any complications thereof or pre-existing physical defect or infirmity.

2. The following however arising or the results thereof shall not be deemed as accidents within the meaning of this Policy; anthrax, blood poisoning, erysipelas, ptomaine poisoning, septicaemia, pyaemia, tetanus and/or hernia.

3. Contracts (Rights of Third Parties) Act 2001

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

4. Communicable Disease Exclusion Clause

Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this clause, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

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5. Cyber Loss Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any CYBER LOSS.

Definitions:-

CYBER LOSS means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, fee, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER INCIDENT.

CYBER INCIDENT means:

- a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any COMPUTER SYSTEM or any data by any person or group of persons.

COMPUTER SYSTEM means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

6. Sanction Limitation and Exclusion

No insurer shall be deemed to provide cover and no insurer shall 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 may, in the insurer's opinion, expose that insurer to the risk of or result in any breach or violation of, or non-compliance with, any sanction, prohibition, restriction or regulations imposed by any state or transnational organisation including but not limited to the United States of America, the United Nations, the European Union, the United Kingdom, the Republic of Singapore and any state or country where the insurer or its related entity carries on business ("Sanctions").

If the Insured, Policyholder, beneficial owner of the Policy, life assured(s) (if applicable), beneficiary, payee or any affiliate, successor or assign of any of the foregoing (collectively the "Insured") is designated or listed as a person subject to Sanctions ("Restricted Party") or has any involvement whatsoever with any Restricted Party, whether directly or indirectly, or has been charged, or convicted or has had judgment taken against them under any local or foreign law or regulations implementing any Sanctions, the insurer shall be entitled, in its sole discretion and without incurring any liability whatsoever, to exercise any one or more of the following rights and/or remedies against the Insured, namely:

- (i) cancel, terminate, void and/or nullify any policy, contract, transaction or business;
- (ii) liquidate and/or close-out any financial product or investment;
- (iii) withhold and/or suspend any payment, transfer and/or receipt of any money, refund or benefit;
- (iv) decline and/or refuse any transaction or request; and/or
- (v) take or refrain from taking any step or action necessary to eliminate, reduce or minimise the risk of any breach or violation of any Sanctions or exposure to any Sanctions.

The Insured shall indemnify the insurer and hold the insurer harmless from and against any and all losses, damages, costs and/or expenses suffered and/or incurred by the insurer, including but not limited to legal costs and attorney's fees.

7. Terrorism

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 Exception 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 Exception 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 the Company allege that by reason of this Exception, 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 Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. Abandonment of Claim

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

2. Arbitration

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC.

If the dispute cannot be brought before or dealt with by FIDReC, it will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

The Tribunal shall consist of three (3) arbitrator(s).

The language of the arbitration shall be in English.

3. Commencement of Cover

This Insurance shall not commence until the premium has been actually paid to and accepted by the Company and the Company's official acceptance letter or Policy has been issued, and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorised representative of the Company shall have been issued therefor.

4. Disappearance

Accidental death shall not in any way be presumed by reason of the disappearance of the Insured, except in the event of the total loss by shipwreck of the ship on which the Insured was travelling.

5. Discharge of Liability

The Company shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Policy and the receipt of the Insured shall in all cases effectually discharge the Company.

6. False Declaration

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any mis-statement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Policy shall be void.

7. Governing Law

This Policy shall be governed by and interpreted in accordance with Singapore law.

8. Medical Examination

The Insured shall at his expense furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured shall, whenever reasonably required to do so, submit to medical examination on behalf of the Company. In the event of the death of the Insured the Company shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Company as to the time and place of any inquest appointed.

9. Notice of Accident

Upon the happening of any accident likely to give rise to a claim under this Policy, the Insured shall within thirty (30) days after the happening of such accident give notice to the Company with full particulars of the accident and injuries and the Insured shall as soon as possible procure and act on proper medical or surgical advice.

10. Notice of Material Changes

The Insured shall give immediate written notice to the Company of any change in his business, or in the duties of the Insured or any injury, disease, physical defect or infirmity by which the Insured has become affected and also notice of any other insurance effected against accident or incapacity.

11. Notices and Alterations

All notices required to be given by the Insured to the nearest Company must be in writing addressed to the nearest Local Branch or Agency of the Company, and no alteration in the terms of this Policy, or any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

12. Observance of Terms

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that each of the Insured named herein shall as though he or she were the Insured observe and follow the Terms, Exceptions and Conditions of this Policy.

13. 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 thereto and shall at all times allow the Company to inspect such record. The Insured shall within one (1) month from the expiry of each period of insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereon be adjusted and the difference paid by or to the Insured as the case may be.

14. Premium Payment Warranty

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (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 sixty (60) days of the:
 - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. 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 sixty (60) day period referred to above, then:
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said sixty (60) day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00
3. If the Period of Insurance is less than sixty (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.

15. Condition Precedent

The validity of this Policy is subject to the Condition Precedent that:

- (a) for the risk insured, the Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the 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 twelve (12) months:
 - (a) the 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
 - (b) a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incepts.

16. Cancellation

This Policy may be cancelled:

- (a) By the Company sending thirty (30) days' notice by sending a registered letter to the Insured's last known address, in such event the Insured shall be entitled to a pro-rata return of premium for the unexpired portion of the insurance.
- (b) By the Insured by sending thirty (30) days' notice to the Company in writing. Provided that no claim has arisen during the current Period of Insurance, the Insured shall be entitled to a return of the premium less the Company's short period rates for the period the Policy has been in force.

No refund of premium is payable, if a claim has been made towards the policy during the period of insurance.

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 us or visit the General Insurance Association (GIA) or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).