

Group Hospitalisation & Surgical Insurance (GHSI) Scheme
For Full-Time International Students of Polytechnics

Policy Terms & Conditions

The actual policy is currently being processed.

In the meantime, please refer to the attached pages as a guide.



Smart*Care Executive*

An affordable safeguard against rising medical costs



Be Life Confident

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YOUR **SmartCare Executive** POLICY (Group Medical Insurance)

Welcome to your **SmartCare Executive** Policy.

Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. Do keep these documents in a safe place as they are legal documents.

If you have any questions after reading these documents, please contact your insurance adviser or AXA Insurance at 1800 8804 741.

If there are any changes that may affect the insurance provided, please notify us immediately.

IMPORTANT NOTICE

1. Before we provide cover, you must fully and faithfully tell us everything you know (or could reasonably be expected to know) that is relevant to our decision to give you the insurance, otherwise you may receive no benefit from your Policy.
2. The insurance cover under this Policy is based on the information submitted to us, as set out in the accompanying documents. Please read these documents carefully. If they contain any information that is incorrect, please notify us immediately, otherwise you may receive no benefit in the event of a valid claim. If the information, which you subsequently provide us, differs materially from the information set out in the form, we may offer cover on different terms or decline it altogether. If we do not hear from you within 14 days from the date of issue of this Policy, we will take it that the information is complete and correct.

HOW YOUR INSURANCE OPERATES

Your **SmartCare Executive** Policy is a contract between you and AXA Insurance, and consists of:

- * this Policy document,
- * the Schedule, which has details relating to you, the type of cover and period of insurance.

The Fact Find Form, application form, declaration and any other information given form the basis of this contract. The Policy, conditions, exclusions, endorsements and memoranda shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective on the date specified in the Schedule and continue for the Period of Insurance specified, ending at 23:59 Standard Singapore Time on the last day of the Period of Insurance.

Having received and accepted your first premium, and any subsequent premiums required, we will provide the cover shown in the relevant sections of the Policy, up to the sums insured or limits of indemnity stated in the Schedule.

ELIGIBILITY AND SCOPE

1. Persons Eligible

To be eligible for Cover under this Policy, an Insured Person must be:

- (a) An Employee of yours, aged between 18 and 65 years (inclusive) (up to and including age 72 for renewal, subject to our approval) and who is a Resident of Singapore;
- (b) A Dependant of an Employee (subject to the Employee being Covered) who is a Resident of Singapore.

"Residents of Singapore" means Singapore Citizens and Permanent Residents (holders of re-entry permits) as well as holders of employment passes, work permits, students' passes or dependant's passes.

An Insured Person who is not a Resident of Singapore may be Covered, subject to our approval.

2. Conditions for obtaining Cover

For eligible persons who have applied for Cover during the periods mentioned below, Cover shall commence on the date on which we receive that person's application or such date as may be determined in accordance with the requirements stated in the Schedule.

	Employee	Spouse of Employee	Child of Employee
a) For your Employees as at the first commencement date of this Policy, married, and/or with child(ren)	At any time prior to the first commencement date of this Policy or within 30 days after that date.		
b) For your Employees as at the first commencement date of this Policy, unmarried / married but childless at that date, and subsequently marrying, and/or having children	At any time prior to the first commencement date of this Policy or within 30 days after that date.	At any time within 30 days after marriage.	At any time between 15 and 30 days after birth.
c) For persons becoming your Employees after the first commencement date of this Policy, married, and/or with child(ren) at the time of Employment	At any time within 30 days after Employee is Employed.		
d) For persons becoming your Employees after the first commencement date of this Policy, unmarried / married but childless at the time of Employment, and subsequently marrying, and/or having children	At any time within 30 days after being Employed.	At any time within 30 days after marriage.	At any time between 15 and 30 days after birth.

For eligible persons who have applied for Cover outside the periods mentioned above, Cover shall commence on the date on which the evidence of insurability is made satisfactory to us. Such evidence to be furnished at the expense of the Employee.

3. Further conditions concerning Cover
 - (a) A newborn child's eligibility for Cover is subject to him/her being in a normal and healthy condition.
 - (b) If an eligible person is confined in a Hospital on the date when his/her Cover would otherwise become effective, such Cover will not become effective until the date following his/her discharge from Hospital.
 - (c) If an Employee is not on Active Service on the date when his/her Cover would otherwise become effective, the Cover for him/her, as well as for any Dependant, will not become effective until after he/she has resumed Active Service.
 - (d) Even though a Dependant of an Employee is not resident in the same Country of Residence as the Employee, we may, upon the application of the Employee, Cover that Dependant in his/her Country of Residence on terms and conditions that we consider appropriate.
 - (e) An Insured Person's cover will cease automatically if he/she remains outside of his/her Country of Residence for a period in excess of ninety (90) consecutive days. In such event, the Insured Person's cover will be terminated at 23:59 Standard Singapore Time on the 90th day after the Insured Person's departure from his/her Country of Residence.
4. Evidence of Insurability
Evidence of insurability, satisfactory to us, must be submitted in respect of any Insured Person, Employee or Dependant who:
 - (a) applies to be enrolled in the Group Plan after more than thirty (30) days have elapsed since the date he or she first became eligible, as set out above; or
 - (b) applies to reinstate Cover after it has lapsed.
5. Change of Category of Eligibility
Any increase in the Cover to be provided to an Employee already included in the Group Plan which is due to the promotion of an Employee, shall become effective from the date of the Employee's promotion, unless the Employee is absent from work on that date due to Illness or Injury, in which case the increase in Cover will take effect from the date on which the Employee returns to work full time. Such increase in Cover will not be effective unless we have received written notification from you, and have issued an endorsement to this effect.
6. Geographical Scope
This Policy Covers an Insured Person in his/her Country of Residence and also while he/she is outside his/her Country of Residence, subject always to the limits specified in the Schedule, and subject to the following conditions:
 - (a) An Insured Person is Covered for any treatment due to Injury or Illness while he/she is outside his/her Country of Residence for periods not exceeding ninety (90) consecutive days at a time, provided that where the treatment is not an Emergency Treatment, our liability is limited to the charges for equivalent treatment in Singapore General Hospital, if these are lower than the charges actually incurred abroad.
 - (b) Where an Insured Person travels expressly for treatment outside the Country of Residence, our liability is limited to the charges for equivalent treatment in Singapore General Hospital, if these are lower than the charges actually incurred abroad.

DEFINITIONS

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

TERM	MEANING
Accident	An event of violent, accidental, external and visible nature, which independently of any other cause, is the sole cause of bodily injury.
Age	Age next birthday, unless the context otherwise requires.
Anesthetist	A Specialist in the field of anesthesia.
Co-payment	The percentage out of a claim which has to be borne by the Insured Person before the relevant benefits are payable under this Policy.
Congenital Conditions	Congenital anomalies as well as neo-natal physical abnormalities developing within six (6) months of birth.
Country of Residence	The country in which the Insured Person is residing at the date of commencement of his Cover unless otherwise stated in the Policy Schedule or in an Endorsement.
Cover	Insurance cover in accordance with the terms of this Policy, as applicable to each Insured Person.
Day Surgery	Surgery which is pre-planned and is carried out by a Surgeon, but not on an Inpatient basis.
Dependants	Any of the following persons: (a) Legal spouse aged between 18 and 65 years old (inclusive), (b) An unmarried and unemployed child aged between 15 days and 18 years (inclusive), (c) An unmarried and unemployed child aged between 19 and 25 years (inclusive) if he or she is enrolled in an educational institution on full-time higher education, (and not in full-time national service).
Disability	All medical conditions resulting from an Illness arising from the same cause, including any and all complications arising therefrom or closely related thereto, except that after fourteen (14) days following the latest discharge from Hospital or Surgery, any subsequent Disability from the same cause shall be considered as a new Disability.
Emergency Treatment	Urgent remedial treatment to avoid death or impairment to the Insured Person's immediate or long-term health prospects.
Endorsement	An authorised amendment to this Policy.
General Practitioner	A general medical practitioner (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed or registered to practice western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
Hospital	An establishment duly constituted and registered subject to the applicable national laws and regulations as a hospital for the care and treatment of sick and injured persons as bed paying patients, and which: (a) Has organised facilities for diagnosis, treatment and major Surgery; (b) Provides twenty-four (24) hours a day nursing services by registered graduate nurses; (c) Is under the supervision of one or more Physicians at all times; and (d) Is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home or a home for the aged or similar establishment.
Illness	A physical condition marked by a pathological deviation from the normal healthy state.
Injury	Bodily injury caused solely and directly by an Accident.
Inpatient	A patient admitted into a Hospital for treatment, for which the Hospital levies a daily room and board charge.
Insured Person(s)	The person/persons so described in the Schedule.
Intensive Care Unit	A section within a Hospital which is designated as an intensive care unit by the Hospital and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.
Period of Insurance	(a) the period of Cover shown in the Policy Schedule; and (b) for any following period, for which Cover is extended by mutual agreement.
Physician	A General Practitioner or a Specialist.
Pre-existing condition	An injury or an illness which existed (or symptoms or manifestations of which existed) prior to the effective date of cover with respect to an Insured Person based on normal medically accepted pathological development of the illness, or of which the Insured Person was aware or should reasonably have been aware, irrespective of whether treatment was actually received.

TERM	MEANING
Prescription Drugs	Drugs prescribed which are medically necessary, provided such drugs are listed in the Singapore Index Medical Supplies (SIMS).
Reasonable and Customary Charges	Charges for medical care which do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Illness or Injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. In Singapore, Reasonable and Customary Charges shall be deemed to be those laid down in the Singapore Medical Association's Schedule of Fees.
Specialist	A specialist medical practitioner (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed or registered to practise western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
Surgeon	A Specialist who is qualified to perform Surgery.
Surgery	Any invasive surgical intervention.
We (our/ us)	AXA Insurance Singapore Pte Ltd.
You (your)	The party named in the Schedule as the policyholder.

SUPPLEMENTARY DEFINITIONS

TERM	MEANING
Active Service	An Employee shall be considered in Active Service if he or she is performing in the customary manner all the regular duties of his or her employment. If an Employee has not been performing his or her duties for six continuous months, the Employee shall be considered to have ceased being in Active Service at the expiry of such six-month period.
Cancer	A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.
Critical Illness	<ul style="list-style-type: none"> • Major Cancers • Heart Attack • Stroke • Coronary Artery By-pass Surgery • Kidney Failure • Aplastic Anaemia • End Stage Lung Disease • End Stage Liver Failure • Coma • Heart Valve Surgery • Major Burns • Major Organ / Bone Marrow Transplantation • Multiple Sclerosis • Parkinson's Disease • Surgery to Aorta • Alzheimer's Disease / Severe Dementia • Fulminant Hepatitis • Motor Neurone Disease • Primary Pulmonary Hypertension • Terminal Illness • Benign Brain Tumour • Encephalitis • Poliomyelitis • Bacterial Meningitis • Major Head Trauma • Apallic Syndrome • Other Serious Coronary Artery Disease • Angioplasty & Other Invasive Treatment For Coronary Artery • Progressive Scleroderma • Systemic Lupus Erythematosus with Lupus Nephritis

TERM	MEANING
Chinese Physician	A person (other than an Insured Person or a member of the Insured Person's immediate family) engaging in the practice of traditional Chinese medicine, who is duly licensed or registered to do so (where necessary) according to the laws and regulations applicable in the geographical area of his/her practice.
Employee	A full time employee of yours, including an employee on contract terms, who is in Active Service, and shall be deemed to include: (a) you, if you are a sole proprietor, (b) the partners in your firm, if you are a partnership, or (c) the director in your company, if you are a company.
Group Plan	The Group Plan established under this Policy.

DESCRIPTION OF BENEFITS

Important Notice: The Benefits described below may be subject to maximum limits or to a Co-payment. Please check the Schedule of Benefits for details.

Benefits are payable only if the insured event affects an Insured Person while he/she is Covered under this Policy. If an insured event occurs or commences while an Insured Person is Covered, but continues or extends beyond the period of Cover, we will only pay Benefits pertaining to the period while the Insured Person was Covered.

I. Reimbursement Basis

The Benefits in sections A to D below are payable on a reimbursement basis. We will pay an amount equivalent to the actual charges incurred (including charges for Prescription Drugs), or the Reasonable and Customary Charges, or the maximum sum specified in the Schedule of Benefits, whichever is the lowest. If a Co-payment applies, then we will only pay the amount in excess of the Co-payment.

WE WILL PAY:

A. HOSPITAL AND SURGICAL BENEFITS

The following charges for treatment of an Insured Person for Illness or Injury, at a Hospital as an Inpatient or in Day Surgery:

1. **Daily Hospital Room and Board**
Charges for room accommodation, meals and general nursing services.
2. **Intensive Care Unit**
Charges incurred during confinement as an Inpatient in the Intensive Care Unit of the Hospital.
3. **Hospital Miscellaneous Expenses**
 - a) **Prescription Drugs**
Charges for Prescription Drugs, excluding charges for drugs prescribed for use beyond sixty (60) days after discharge from the Hospital.
 - b) **Inpatient Diagnostic Procedures and Inpatient Physiotherapy**
Charges for Inpatient diagnostic procedures or Inpatient physiotherapy that are medically necessary.
 - c) **Ambulance Charges**
Charges incurred for necessary domestic ambulance service (inclusive of attendance) to and/or from the Hospital provided that the Insured Person is admitted as an Inpatient.
 - d) **Nursing, Theatre Consumables and Other Ancillary Charges**
Charges for Special nursing and medically necessary ancillary services and consumable items.
 - e) **Operating Theatre Charges**
Charges for usage of an Operating Theatre necessary for Surgery.
4. **Surgeon's Fees**
Fees for Surgery by a Surgeon, including the Surgeon's visits and post-operative care, up to a maximum of sixty (60) days from the date of operation.
5. **Anesthetist's Fees**
Fees for the supply and administration of anesthesia for a Surgery.
6. **In-Hospital Physician's Visit**
Fees charged by the attending Physician for daily bedside visits, limited to one (1) visit per day.
7. **Pre-Hospitalisation/Surgery Specialist's Consultation**
Charges for consultation (including medication) with (i) a General Practitioner, and (ii) a Specialist, if recommended in writing by a General Practitioner, within thirty (30) days prior to an Inpatient treatment or Day Surgery.
8. **Pre-Hospitalisation/Surgery Diagnostic Services**
Charges for diagnostic procedures and laboratory examinations, which are recommended in writing by a Physician, which are incurred within thirty (30) days prior to an Inpatient treatment or Day Surgery.
9. **Post-Hospitalisation/Surgery Treatment**
Charges incurred in follow-up treatment, after Inpatient treatment or Day Surgery, by the same attending Physician, within sixty (60) days immediately following discharge from Hospital or Day Surgery, excluding charges for drugs prescribed for use beyond One Hundred and Twenty (120) days after discharge.

10. Emergency Out-Patient Treatment (Due To Accident Only)

- (a) Charges for Emergency Treatment of an Insured Person for an Injury, which is performed at a Hospital or by a Physician or a Chinese Physician within twenty-four (24) hours following the Accident.
- (b) Charges for follow-up treatment by the same Physician or Chinese Physician up to thirty (30) days from the date of the Accident, including charges for medication prescribed on a written basis by the attending Chinese Physician for that same treatment or consultation.

Provided That:

Where an Insured Person has been treated by a Chinese Physician, our total aggregate liability under this section shall not exceed Singapore Dollars three hundred (\$\$300.00) per occurrence.

B. OUTPATIENT KIDNEY DIALYSIS

Charges for treatment of an Insured Person requiring machines or apparatus for providing kidney dialysis at a legally registered dialysis centre.

C. OUTPATIENT CANCER TREATMENT

Charges for treatment of an Insured Person for Cancer at a legally registered cancer treatment centre.

D. MISCARRIAGE (DUE TO ACCIDENT ONLY)

Charges incurred for necessary emergency treatment by a Physician for Miscarriage suffered by an Insured Person as a result of an Accident.

II. Specified Sum Basis

The Benefits in section E below are payable on a specified-sum basis, without reference to actual charges incurred, if any. The amount payable may be on a one-time basis or on a periodic basis, as provided in the Schedule of Benefits.

E. SPECIAL GRANT

We will pay if an Insured Person dies from:

- (a) an Injury;
- (b) an Illness during or after treatment for such Illness, at a Hospital or in Day Surgery;
- (c) a Critical Illness.

POLICY EXCLUSIONS

This Policy shall not cover situations listed below and any medical conditions arising therefrom:

1. Any period of hospital confinement unless the entire confinement and all the special hospital services so rendered and performed had been recommended and approved by a Physician and in accordance with the diagnosis and treatment of the condition for which the hospital confinement was required.
2. All Pre-existing Conditions unless declared by the Insured Person in the application form and specifically accepted by us during underwriting stage and endorsed thereon.
3. Hospitalisation primarily for diagnosis, x-ray examinations, general physical or medical check-up. Routine physical examinations, health check-ups or any other tests where there is no objective indication of impairment of normal health or any treatment of a preventive nature including vaccinations, acupuncture, or any treatment which is not medically necessary.
4. Charges for telephone, television, radio, newspaper, guests' meals and other ineligible non-medical items whilst confined as an Inpatient or for Day Surgery.
5. Outpatient treatment, dental care and its related treatment except as specifically Covered under this Policy.
6. Pregnancy, childbirth, abortion, miscarriage, infertility and all complications arising therefrom except as specifically Covered under this Policy.
7. Investigations into and treatment of infertility, surgical, mechanical or chemical contraceptive methods of birth control, assisted reproduction, sterilisation (or its reversal) or any consequence of any treatment for them.
8. Treatment of varicocele, impotence or any consequence of it.
9. Sickness or disease directly or indirectly arising from sexually transmitted disease, Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV).
10. Treatment which arises from, or is in any way attributable to, sex change.
11. Costs arising under any legislation or covered under any corresponding insurance relating to occupational death, injury, or illness.
12. Treatment for congenital conditions and any physical birth defects arising out of or resulting therefrom.
13. Non-Hospital nursing care or ambulatory care, rest cures or sanatoria care, treatment arising from any geriatric, psycho geriatric or psychiatric condition, and treatment of alcohol dependence syndrome or substance abuse.
14. Suicide or attempted suicide, self-inflicted injuries or any attempt thereat while sane or insane.
15. Circumcision unless medically necessary, eye tests, refractive errors of the eyes, provision of implants, medical appliances and prosthetic devices, including spectacles, hearing aids, wheelchairs and lenses.
16. Sickness or injury arising from racing of any kind (except on foot), professional sports, parachuting, skydiving, hang gliding, bungee jumping and violation or any attempt of violation of the law or resistance to lawful arrest.
17. Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised charter company.
18. Treatment arising from any consequence (whether direct or indirect) of nuclear or chemical contamination, war, invasion, losses by terrorist acts using chemical/biological substances, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, direct participation in riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces
19. The use, or any treatment arising therefrom, of any drugs not licensed by an official governmental control agency of the country in which the drug is given, or drugs used in any circumstances other than in accordance with their licensed indications.
20. Experimental medical treatment.
21. Any treatment directed towards developmental delay and / or learning disabilities in children.
22. Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, provided that this exclusion does not apply to reconstructive surgery if:
 - (a) it is carried out to restore function or appearance after an Accident or following Surgery for a medical condition, (provided that the Accident or Surgery occurred while the Insured Person was Covered under this Policy); and
 - (b) it is done at a medically appropriate stage after the Accident or Surgery; and
 - (c) the cost of the treatment is approved by us in writing before it is done.
23. The removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons, treatment of obesity, weight reduction or weight improvement.
24. Sleep apnoea.

GENERAL CONDITIONS

1. Liability

We will have no liability to pay any benefits under this Policy if you or any Insured Person:

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

2. Changes in Circumstances

If there is any change in circumstances affecting the risk, you must give us immediate written notice. In particular, you must notify us of any changes in occupation/business or health affecting you or any Insured Person.

3. Misstatement of Age

If at the correct age an Insured Person would not have been eligible for Cover under this Policy, no benefit shall be payable, and our liability shall be limited to the refund of the premium paid without interest.

4. Policy Renewal

This Policy is renewable at our option, subject to underwriting requirements being fulfilled and at the premium rates determined at that time by us. Where at renewal a request is made to hold cover, the maximum period that cover can be held will be fourteen (14) days. If at the end of this period the Policy is cancelled or lapses for any reason whatsoever, you must pay us a premium for the number of days the Cover was held which will be calculated pro-rata on the renewal premium subject to minimum premium of S\$50 + GST.

5. Policy Plan Upgrading

Upon your request, we may agree to a change in policy coverage, but any such change (except Change of Category of Eligibility) shall be applicable only at the time of next renewal of the Policy. For an Illness or Injury occurring during the period of twelve (12) months after the date of the upgrading, we shall not be liable beyond the limits applicable for the previous Period of Insurance, if such Illness or Injury directly or indirectly arises or results from a condition occurring or sustained during the previous Period of Insurance.

6. Automatic Termination

- (a) Cover under this Policy for any particular Insured Person shall automatically terminate on the earliest happening of the following events:
 - (i) on the death of such Insured Person; or
 - (ii) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy;

(provided that if an Insured Person satisfies the age eligibility requirement at the commencement of a Period of Insurance, his/her Cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance).

- (b) Termination of Cover for an Insured Person with Dependents shall automatically terminate Cover for all his/her Dependents as well.

7. Cancellation / Termination of Cover

- (a) You have the right to cancel this Policy at any time by giving written notice to us. If no claims have been made during the current Period of Insurance, we will grant you a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$50.00 + GST.

- (b) You have the right to terminate Cover for any Insured Person at any time by giving us written notice, and upon such termination, you will be granted a pro-rated refund of the premium paid in respect of that Insured Person corresponding to the unexpired Period of Insurance.
- (c) We have the right to cancel this Policy or any section or part of it by giving you thirty (30) days' written notice, and upon cancellation you will be granted a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance.

8. 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:-
 - (i) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (ii) effective date of each Endorsement, if any, issued 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, Cover Note or Endorsement 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\$25.00 + GST.
- (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.

9. Premium Installment Payment Warranty

- (a) Notwithstanding anything herein contained but subject to clauses (b) and (c) hereof, it is hereby agreed and declared, if the period of insurance is 60 days or more and the total premium is S\$100,000 or more, that:
 - (i) the 1st instalment of not less than 50% of the total 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; or
 - effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note;

AND

 - (ii) the 2nd and subsequent instalments, if any, of the total premium due, in such amounts as specified by the Company for each instalment, must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the respective due dates as specified by the Company.
- (b) In the event that the 1st instalment of not less than 50% of the total 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, Cover Note or Endorsement 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.
- (c) In the event that the 2nd or any subsequent instalment of the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the respective due dates as specified by the Company, then: -
 - (i) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the respective due date in respect of which the instalment has not been paid; and
 - (ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the period before the respective due date in respect of which the instalment has not been paid.
- (d) For the avoidance of doubt, it is hereby agreed and declared that payment by instalment is not allowed for any subsequent Endorsement if the effective date of the Endorsement is more than 6 months from the inception date of the Policy.

10. 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 twelve (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 twelve (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.

11. Payment of benefits

Any benefits payable under this Policy shall be paid to you or the Insured Person. The Insured Person or your receipt of any benefit payable under this Policy shall in all cases be deemed final and complete discharge of all our liability.

12. Expenses Covered by Other Sources

This condition applies to the payment of benefit on a reimbursement or indemnity basis. If you or any Insured Person becomes entitled to a refund or reimbursement of all or part of claimed expenses from any other source, or if there is in place any other insurance against the events covered, we will only be liable for the excess of the amount recoverable from such other source or insurance.

13. Claim Procedures

- (a) Written notice shall be given to us or our appointed representatives as soon as possible and in any circumstances within thirty (30) days of the occurrence of any event, which may give rise to a claim under this Policy.
- (b) A claim form obtainable from us upon request shall then be submitted to us within thirty (30) days after the expiry of the period for which the claim is made, accompanied by the necessary supporting evidence of the occurrence, character and extent of loss.
- (c) All certificates, receipts, information and evidence required by us shall be supplied free of expense to us, in the form prescribed by us.
- (d) Failure to comply with the time and procedure stipulated for the making of a claim in this clause shall invalidate the claim and no benefit shall be payable under this Policy.
- (e) We shall have the right and the opportunity through our medical representatives to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. In addition, we shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious beliefs. We will bear the expenses incurred in such examinations, unless the claim is proved to be invalid, in which case we shall be entitled to recover all the expenses so incurred from you.

14. Legal Proceedings

No legal proceeding may be commenced against us prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms of the Policy, the Insured Person may, within a grace period of one (1) calendar year from the time that the written proof of loss should have been furnished, submit the relevant proof of loss to us with cogent reasons for the failure to comply with Policy terms. The acceptance of such proof of loss shall be at our sole and entire discretion. After such grace period has expired, we will not accept for any reason whatsoever, such written proof of loss.

15. Mediation/Arbitration

All disputes arising out of this Policy may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the mediation procedure for the time being in force, if the parties so agree. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

16. Applicable Law

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

17. Rights of Third Parties

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

18. Non-Assignment

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

19. Alterations

We reserve the right to amend the terms and provisions of this Policy, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless approved in writing by our authorized representative and reflected in an endorsement. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

20. Currency Exchange Rates

Payment of all claims and benefits will be made in Singapore currency. Charges incurred in any other currency shall be payable in Singapore Dollars on the basis of the quoted exchange rate in effect on the date such charges were incurred.

21. Clerical Error

A clerical error by us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

SPECIAL CONDITIONS

A. Take Over Policies

This condition shall only apply if so stated in the Policy Schedule or in an Endorsement.

If this Policy commenced immediately upon termination of a Group policy similar in scope to this one, under which an Insured Person was covered for more than 12 continuous months, the exclusion for "Pre-Existing Condition" in this Policy is modified as provided below.

We will not reject a claim resulting or arising from a Pre-Existing Condition if that condition was not excluded under the preceding Policy;

Provided That :

- (a) such condition was declared by the Insured Person at Policy inception and we were provided with a copy of the preceding Policy;
- (b) if such a claim is made during the period of twelve (12) months from the first commencement date of this Policy, we will not be liable beyond the limits of the preceding policy or the limits of this Policy, whichever shall be lesser.

B. Conversion of Insurance Cover

The cover under this Policy is based upon the Employee's continued employment with you. Upon termination of an Employee's employment with you, Cover under this Policy for him/her and his/her Dependants will cease; however, he/she may, by special arrangement, obtain from us similar coverage to that available under this Policy. If this is desired, the persons seeking cover must:

- (a) submit an Application Form within 30 days from the date of termination of the Employee's employment,
- (b) accept our terms and conditions at that time; and
- (c) pay the appropriate premium required by us.

POLICY LIMITS

Our total aggregate liability shall not exceed the Annual Limit for any Insured Person, as set out in the Schedule of Benefits, for any one Period of Insurance. When the aggregate total benefits paid under this Policy in any one Period of Insurance reaches the Annual Limit for any Insured Person, no further benefits shall be payable in respect of that Insured Person for the remainder of that Period of Insurance.

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AXA INSURANCE SINGAPORE PTE LTD

143 Cecil Street #01-01 GB Building Singapore 069542

Tel: 1800-880 4741 Fax: 6880 4740

Co. Reg No. 196900406D