

UOI ACCIDENT PROTECTION POLICY

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.

Whereas the Insured by a Proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the United Overseas Insurance Limited (herein called "the Company") for the insurance thereafter contained and has paid or agreed to pay the premium as consideration for such insurance.

DEFINITIONS

For the purpose of this Policy:

1. Accidental or Accidental means a sudden, unforeseen or fortuitous event.
2. Air Travel means mounting into travelling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation in or on the aircraft.
3. Company/ We/ Us/ Our/ Ourselves refers to United Overseas Insurance Limited.
4. Insured/ You/ Your/ Yourself refers to the Insured under the terms of this Policy.
5. Insured Person refers to each of the persons described in the Schedule as an Insured Person.
6. Loss of Eye includes total and irrecoverable loss of sight.
7. Loss of Limb means:
 - (a) In the case of any upper limb loss by physical severance of at least all four fingers in their entirety or permanent total loss of use of any entire arm or hand;
 - (b) In the case of a lower limb loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.
8. Loss of Speech means total permanent inability to communicate verbally.
9. Medical Expenses means the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by qualified member of the medical profession and all hospital, nursing home and ambulance charges. Treatment by herbalist, acupuncturist and bonesetter for injury other than fracture will be payable up to a maximum of S\$100 per Accident per Insured or Insured Person.
10. Military, Naval, Air or other Armed Forces Services shall not include National Service or National Service Reservist Training during normal peace time.
11. Proposal shall mean any signed proposal form and declaration and any information supplied by You or on Your behalf or on behalf of the Insured Person.
12. Winter sports shall not include curling or skating.

INSURANCE BENEFITS

The Company agrees subject to the terms, exclusions and conditions contained herein or endorsed hereon, to pay the appropriate Benefit to You or Your legal personal representative, if during the Period of Insurance, the Insured Person shall suffer Accidental bodily injury which shall independently of any other cause result within two (2) years in the Death, Disablement or incurring of Medical Expenses for which the Benefit is claimed.

Benefits

1. Death) See Schedule
2. Permanent Disablement) The percentage of the sum insured in accordance with the Scale of Permanent Disablement Benefit mentioned in the Schedule.
3. Medical Expenses necessarily incurred in the treatment of the Insured Person arising from an accident) Reimbursement and indemnification up to amount stated in the Schedule in respect of any one Insured Person.

Permanent Disablement Benefit

The Permanent Disablement Benefit shall be a percentage of the sum insured for Permanent Disablement equivalent to the degree of Disablement.

The following scales state the percentage appropriate to the forms of Permanent Disablement specified therein. For Permanent Disablement not specified, the degree of Disablement shall be assessed by comparison with the percentage shown in this scale without taking into account the occupation of the Insured Person.

		<u>Scale I</u>	<u>Scale II</u>
Permanent Total Disablement from gainful employment of any and every kind)		
Loss of one or more Limbs)	100%	100%
Loss of both Eyes)		
Loss of one Eye		50%	Nil
Loss of Hearing	both ears	75%	Nil
	one ear	15%	Nil
Loss of Speech		75%	Nil
Removal of the lower jaw by surgical operation		50%	Nil
Loss of a thumb	both phalanges	25%	Nil
	one phalanx	10%	Nil
Loss of index finger	three phalanges	10%	Nil
	two phalanges	8%	Nil
	one phalanx	4%	Nil
Loss of other fingers	three phalanges	6%	Nil
	two phalanges	4%	Nil
	one phalanx	2%	Nil
Loss of a big toe	both phalanges	10%	Nil
	one phalanx	5%	Nil
Loss of each other toe		2%	Nil

Conditions

- (a) Benefit shall only be payable in respect of any one Insured Person under Benefits 1 or 2 in connection with the same Accident and not both;
- (b) On the happening of an Accident give rise to a claim under Benefit 1 or 100% Disablement of Benefit 2, this Policy shall cease to apply to the Insured Person concerned;
- (c) Benefit payable as a result of one Accident shall not exceed 100% of the sum insured for Permanent Disablement for any one Insured Person;

- (d) Benefit payable for loss of use of a whole limb shall not also include Benefit for parts of that limb.
- (e) Permanent Total Disablement from gainful employment of any and every kid shall have lasted 104 weeks before Benefit becomes payable;
- (f) No Benefit shall be payable for Loss of Limb or Eye until at least thirteen (13) weeks after the date of the Accident and such Benefit shall only be payable if Death does not happen as a result of the Accident. If a Death Benefit is included but is less than the appropriate Benefit for Loss of Limb or Eye, the amount payable for loss of Limb or Eye shall not exceed the Death Benefit until thirteen (13) weeks have elapsed from the date of Accident and the balance shall then only be payable if the Death Benefit has not in the meantime become payable as a result of the Accident.
- (g) No sum payable under this Policy shall carry interest;
- (h) No Benefit shall be payable due solely to inability to take part in sports or pastimes.

BENEFICIARY

In the event of the Death of the Insured Person, the Benefit under this Policy shall be payable to the name person specified in the Schedule.

ADDITIONAL BENEFITS

This Policy is subject to the following endorsements only if the endorsement is specified in the Schedule. All other terms, exceptions and conditions of this Policy, unless varied by these endorsements will continue to apply.

1. **Exposure**
This Policy is extended to cover Death of the Insured Person caused by drowning and/or Death or Disablement caused by exposure resulting from a mishap to any aircraft or vessel in which the Insured Person is travelling as a fare paying passenger.
2. **Disappearance**
It is agreed that if after a reasonable period of time has elapsed and all available evidence, there is a reason to presume the Death of the Insured Person as a result of any occurrence which is covered by the Policy, the disappearance of the Insured Person shall be deemed to be a claim made under this Policy. If at any time after payment by Us, the Insured Person shall be found to be living, all sums so paid shall be refunded to Us.
3. **Automatic Increase in Benefit**
The sum insured in respect of Death and Permanent Disablement will increase by 5% on the first year sum insured on each renewal.
Provided that:
 - (a) No claim has been made under this Policy during the last period of insurance;
 - (b) the maximum increase will be 25% of the first year sum insured;
 - (c) the first year sum insured shall not exceed S\$500,000 any one Insured Person;
 - (d) there has been no interruption of cover in the period or between Periods of Insurance and
 - (e) in the event of a reduction in the sum insured in the course of any one year of insurance, the automatic increase 5% allowed upon renewal will be based on the revised sum insured after the reduction.

GENERAL EXCLUSIONS

We shall not make any payment for bodily injury, Death, Permanent Disablement or Medical Expenses

1. caused by Insured Person:
 - (a) engaging in (practicing for or taking part in training peculiar to)
 - all forms of professional sports;
 - racing of any kind (other than on foot) or trial of speed or reliability;
 - mountaineering or rock or cliff climbing necessitating the use of ropes or guides;
 - military, Naval, Air or other Armed Forces Services;
 - flying except Air Travel
 - hang gliding;
 - parachuting;
 - Winter sports.
 - (b) having taken a drug unless You prove that the drug was taken in accordance with proper medical prescription and directions and not for treatment of addiction.
2. caused or contributed by:
 - (a) suicide or intentional self-injury;
 - (b) pre-existing physical or mental defect or infirmity;
 - (c) pregnancy or childbirth;
 - (d) sickness or disease not resulting from Accidental bodily injury.
3. Sustained by the Insured Person who is more than 70 years old.
4. Caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

CLAIM NOTIFICATION

1. If anything occurs likely to give rise to a claim under this Policy, You or Your legal personal representative shall as soon as reasonably possible and in case within thirty (30) days, notify Us in writing and shall when require by Us, with all reasonable speed and at Your own expense give Us such further particulars as We may require.
2. As soon as reasonably possible after the occurrence of an Accident, the Insured Person shall submit any medical examination made on Our behalf and in the event of his Death, We shall be entitled to make a post-mortem examination at Our own expenses.
3. Either You or Your legal personal representative's receipt shall discharge Us. The Insured Person or the Insured Person's legal personal representative shall have no right to claim from or sue Us. If there is more than one party having an interest in the Insured Person, the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this Policy.

GENERAL CONDITIONS

1. You shall give immediate notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Insured Person has become affected and also notice of any other insurance effected against Accident or incapacity.
2. If any part of the premium or renewal premium is calculated on estimates furnished by You, You shall keep an accurate record containing all relative particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each period of insurance, furnish such information as We may require. The premium or renewal premium shall be adjusted accordingly.

3. You may cancel this Policy by Us giving seven (7) days' prior notice in writing, in which case the We will retain the customary short period rate for the time the Policy has been in force.
4. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to arbitration according to the laws in force in the territory in which this Policy is issued. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

MEMORANDA APPLICABLE TO ALL SECTIONS

1. **Claim Jurisdiction**
The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.
2. **Condition Precedent**
The validity of this Policy is subject to the condition precedent that:
 - (a) for the risk insured, the name 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 name 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 risks 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
3. **Contracts (Rights of Third Party) Act 2001**
It is hereby understood and agreed that a person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

Subject otherwise to the Terms, Exceptions and Conditions of this Policy.
4. **Communicable Disease Exclusion – Liability (LMA5396)**
 1. 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.
 2. For the purposes of this Endorsement, 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.
 3. 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:
 - 3.1 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
 - 3.2 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

- 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Subject otherwise to the Terms and Conditions of this Policy.

5. **Free Look Cover**
For new policy issued to You, we will give You a "Free Look" period of fourteen (14) business days from the date You receive the policy document. Should You decide not to continue with the insurance purchased, You may return the original Policy document to Us or intermediary within this period and we will refund Your premium in full, if You have not made a claim. The Policy document is deemed to have been received by You three (3) days after we have dispatched it. The "Free Look" period will not apply to policies with a term of less than one (1) year. It will also not apply to policy renewals.
6. **Force Majeure Clause**
The Company may, on such notice in writing, terminate this Policy if the Company is or becomes prevented from performing its obligation under the Policy due to:
- (a) acts of God;
 - (b) outbreaks of war, hostilities, riot, civil commotion, strikes, acts of terrorism;
 - (c) the act of any government or authority (including sanctions, embargoes, refusals or revocations of any licence or consent);
 - (d) outbreak of any communicable disease;
 - (e) fire, storm, tempest or flood;
 - (f) default or failure of a third-party; or
 - (g) any cause or circumstance whatsoever beyond the Company's reasonable control.
7. **PDPA Clause (Individual)**
In accordance to the provisions of the Personal Data Protection Act 2012 ("PDPA"), the UOI's Privacy Notice shall form part of the terms and conditions of this Policy.
- A copy of UOI's Privacy Notice can be found at www.uoi.com.sg
8. **Policy Owners' Protection Scheme**
This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for **your** policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA or SDIC websites (www.gia.org.sg or www.sdic.org.sg).
9. **Premium Before Cover Warranty**
- (1) Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.
 - (2) In the event that 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 inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.
 - (3) In respect of coverage with "Free Look" provision, the Insured may return the original Policy document to the Company or intermediary within the "free look" period if the Insured decides to cancel the cover during the "free look" period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.

10. Sanction and Limitation Exclusion Clause

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 would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, the European union, United Kingdom or United States of America.

11. Terrorism Exclusion

Any loss, damage, cost or expenses 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 exclusion 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 organization(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 exclusion 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 alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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