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## MONEY CARE INSURANCE POLICY

SPECIALLY ARRANGED FOR DBS/POSB BANK CUSTOMERS

Here is Your Money Care Insurance Policy. Please read it now, to make sure that You have the cover You need.

It is important that this Policy document together with its Schedule, and any amendments or endorsement issued from time to time are read together to avoid any misunderstanding.

### HOW YOUR INSURANCE OPERATES

Your Policy is a contract between Us, the Company, and You, Our Insured named in the Schedule. The application form, declaration and any information You gave to Us when applying for the Policy, are the basis of this contract. The Schedule and any endorsement made altering the terms of this Policy, form part of this Policy.

In return for Your payment of the premium, We will provide You with insurance cover as described in the Policy during the period of insurance or any subsequent period for which You pay and We accept the required premium.

### OUR PROMISE OF SERVICE

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so, please contact preferably in writing, Our Manager for Bancassurance, who will be ready to help You with Your concerns.

### FREE LOOK CLAUSE

If We are issuing this Policy to You for the first time, We will give You a "Free Look" period of 14 business days from the date You receive the Policy. If within these 14 days You tell Us that You do not want the Policy, We will cancel it from its start date and refund in full the premium You have paid so long as no claim has arisen. Please note You are assumed to have received the Policy within 3 days after We despatch it. The Free Look will not apply to renewals of Your Policy with Us.

### A GUIDE TO YOUR MONEY CARE INSURANCE POLICY

		Page
<b>Definition of Words</b>	– An explanation of words used in this Policy which have special meanings	1
<b>The Benefits</b>	– What You are covered for	2
<b>General Conditions</b>	– Your rights and Our rights under the Policy	5
<b>Claims Conditions</b>	– Your rights and Our rights in the event of a claim	7
<b>General Exceptions</b>	– Those events We do not insure under the Policy	7
<b>Payment Before Cover Warranty</b>	– Your obligation to pay the premium	8

### DEFINITION OF WORDS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy.

#### ATM

Automated Teller Machine, a computerised telecommunications device that provides the clients of a financial institution with access to financial transactions in a public space without the need for a cashier, human clerk or bank teller.

#### Card

The Insured Person's charge, credit, debit and ATM card(s) reported to MSIG Assist before or at the time the Insured Person reports a Loss of Card. It does not include any stored value card or cash card.

#### Card Issuer

The financial institution that issued the Card.

#### Commencement Date

Original inception date of cover under this Policy as shown in the Schedule.

#### Insured Person

Each of the persons described as such in the Schedule who meets the eligibility criteria set out in General Condition 3 of the Policy.

#### Loss of Card

Loss by the Insured Person or theft from the Insured Person during the period of insurance.

#### Nominated Account

The DBS/POSB bank account or credit card account selected by the Insured as the account to be debited or charged with the premiums due on this Policy.

#### Policy Year

A period of 12 consecutive months starting from the Commencement Date of this Policy and each consecutive period of 12 months for which this Policy remains in force.

#### Robbery

The taking of money in the possession of the Insured Person by force or by threat of force, including snatch theft.

#### Schedule

The Schedule containing details of the Insured Person, type of cover selected and period of insurance. The Schedule forms part of the Policy.

#### Usual Country of Residence

The country in which the Insured Person is usually living.

#### We / Us / Our / the Company

MSIG Insurance (Singapore) Pte. Ltd.

#### You / Your / the Insured

The policy owner named as Insured in the Schedule.

## THE BENEFITS

### SECTION 1 – ATM ROBBERY PROTECTION

We will reimburse the loss of the Insured Person's cash which was withdrawn by the Insured Person from any ATM anywhere in the world during the period of insurance, provided that:

1. the cash was withdrawn from the Insured Person's bank account operated by the Card Issuer, and
2. the loss was arising out of Robbery that occurs within 60 minutes of the withdrawal from an ATM.

#### Limit of Amount Payable

We will pay up to the amount withdrawn by the Insured Person from the ATM and which has been robbed, subject to S\$3,000 in the aggregate for all claims by an Insured Person in a Policy Year.

#### Conditions Specific to Section 1

We will not pay anything under Section 1 unless:

- i) the Insured Person has reported the loss to the local Police having jurisdiction at the place of the loss no more than 24 hours after the incident and takes all reasonable actions to assist the local Police to discover and punish the guilty person(s). Any claim under this Section must be accompanied by written documentation from the Police; and
- ii) the Insured Person has provided relevant receipts or proof for the claim.

### SECTION 2 – LOSS OF CARD PROTECTION

#### SECTION 2.1 – LOSS CARD REPORTING ASSISTANCE

Loss Card Reporting Assistance Service through MSIG Assist is arranged by the Company to assist the Insured Person.

1. In the event of a Loss of Card by the Insured Person, the Insured Person must report this loss to MSIG Assist immediately and MSIG Assist will attempt to contact the Card Issuer(s) as soon as practicable and ask the Card Issuer(s) to suspend the lost or stolen Card(s) provided that third party reporting is permitted by the Card Issuer(s). This service is limited to a maximum of not more than 10 Cards per Policy.
2. After MSIG Assist has made the attempt to contact the Card Issuer(s) to suspend the lost or stolen Card(s), MSIG Assist will update the Insured Person of the outcome. The Insured Person must comply with the Card Issuer's requirements in relation to the suspension or cancellation of the Card including but not limited to contacting the Card Issuer personally by the Insured Person to suspend or cancel the Card, failing which, the Company is not liable to make any payment under Section 2.

#### SECTION 2.2 – UNAUTHORISED TRANSACTION

We will pay the amount which the Insured Person is legally liable to pay the Card Issuer as a direct result of unauthorised use of the Insured Person's Card arising from the Loss of Card for the Policy Year, subject to the Limit of Amount Payable below.

#### Limit of Amount Payable

- A) We will pay up to S\$3,000 in the aggregate for all claims by the Insured Person for any and all Cards relating to the period before the Insured Person reported the Loss of Card to MSIG Assist. This is subject to a maximum of S\$300 for any one Card.
- B) We will pay up to S\$100,000 in the aggregate for all claims by the Insured Person for any and all Cards relating to the period after the Insured Person reported the Loss of Card to MSIG Assist.
- C) We will pay up to S\$300 in the aggregate for all claims by the Insured Person where the Insured Person's personal identification number (PIN) for any and all Cards has/have been used without his/her authorisation.

#### Conditions Specific to Section 2.2

- i) The Company will not pay anything under Section 2.2 unless:
  - a) the Insured Person has reported the Loss of Card to MSIG Assist immediately and provides the necessary details as may be required by MSIG Assist;
  - b) the Insured Person has reported the Loss of Card to the local Police having jurisdiction at the place of the loss no more than 24 hours after the incident and takes all reasonable actions to assist the local Police to discover and punish the guilty person(s). Any claim under this Section must be accompanied by written documentation from the Police; and
  - c) the Insured Person has provided relevant receipts or proof for the claim.
- ii) The Company will not pay anything under Section 2.2(B) if:
  - a) MSIG Assist is unable to contact the Card Issuer to report the Insured Person's Loss of Card due to any circumstances beyond its control;
  - b) reporting of the Insured Person's Loss of Card to the Card Issuer by MSIG Assist is not permitted by the Card Issuer.

- iii) Complying with Card Issuer's Terms and Conditions

The Insured Person must follow his/her Card Issuer's instructions and comply with all of the Card Issuer's terms and conditions when using the Card. We will not pay any claim where the Card Issuer has informed Us that the Insured Person has not followed and complied with the Card Issuer's instructions and/or terms and conditions in relation to the use of the Card. The Card Issuer's decision is final.

### SECTION 3 – WALLET REPLACEMENT

We will reimburse for the cost of replacing the wallet or purse of the Insured Person, which is lost or stolen at the same time as the Loss of Card anywhere in the world during the period of insurance.

#### Limit of Amount Payable

We will pay up to S\$200 in the aggregate for all claims by the Insured Persons in each Policy Year.

### Conditions Specific to Section 3

The Company will not pay anything under Section 3 unless:

- i) the Insured Person has reported the loss to the local Police having jurisdiction at the place of the loss no more than 24 hours after the incident and takes all reasonable actions to assist the local Police to discover and punish the guilty person(s). Any claim under this Section must be accompanied by written documentation from the Police; and
- ii) the Insured Person has provided relevant receipts or proof for the claim.

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### SECTION 4 – STORED VALUE CARD

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We will reimburse for the deposit of any stored value card belonging to the Insured Person, which is lost or stolen at the same time as the Loss of Card anywhere in the world during the period of insurance.

#### Limit of Amount Payable

We will pay up to S\$30 in the aggregate for all claims by an Insured Person in a Policy Year.

#### Conditions Specific to Section 4

The Company will not pay anything under Section 4 unless:

- i) the Insured Person has reported the loss to the local Police having jurisdiction at the place of the loss no more than 24 hours after the incident and takes all reasonable actions to assist the local Police to discover and punish the guilty person(s). Any claim under this Section must be accompanied by written documentation from the Police; and
- ii) the Insured Person has provided relevant receipts or proof for the claim.

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### SECTION 5 – LOSS OF IMPORTANT DOCUMENT OVERSEAS

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We will reimburse for the cost of obtaining replacement of the Insured Person's Important Document if any of such Important Document is lost or stolen from the Insured Person outside of Singapore during the period of insurance.

"Important Document" means passport, driving licence, identity card, employment pass and work permit issued by the relevant Singapore government authorities.

#### Limit of Amount Payable

We will pay up to S\$1,000 in the aggregate for all claims by an Insured Person in each Policy Year.

#### Conditions Specific to Section 5

The Company will not pay anything under Section 5 unless:

- i) the Insured Person has reported the loss to the local Police having jurisdiction at the place of the loss no more than 24 hours after the incident and takes all reasonable actions to assist the local Police to discover and punish the guilty person(s). Any claim under this Section must be accompanied by written documentation from the Police; and
- ii) the Insured Person has provided relevant receipts or proof for the claim.

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### SECTION 6 – PERSONAL EFFECTS

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We will indemnify You for the physical loss or damage to Your Personal Effects, which are lost or damaged caused by:

- Robbery;
- burglary, where forcible or violent means are used to enter or leave the premises;
- fire; or
- road accident whilst You are travelling on any road vehicle or injured by any road vehicle,

occurring anywhere within Singapore during the Policy Year.

We may make payment or at Our option replace or repair any damaged article. Save for loss or damage to clothing, We will not deduct an amount for wear and tear.

"Personal Effects" means clothing, musical and photographic equipment, jewellery, watches and other personal property that the Insured Person normally wears or carries with him/her for social and domestic purposes and are all owned by the Insured Person.

Personal Effects do not include:

property held for business or professional purposes, household goods, furniture, furnishings, glassware, domestic appliances, food, animals, Money (coins, currency notes, bank notes, bullion, stored value travel ticket, cheques, traveller's cheques, postal or other money orders), credit card, debit card, cash card, and any property that is unlawful.

#### Limit of Amount Payable

We will pay up to S\$1,000 in the aggregate for all claims by an Insured Person in each Policy Year; provided that We will not pay more than S\$250 in respect of any one item or article.

#### Conditions Specific to Section 6

- i) The Company will not pay anything under this Section unless the Insured Person has reported the loss to the local Police having jurisdiction at the place of the loss no more than 24 hours after the incident and takes all reasonable actions to assist the local Police to discover and punish the guilty person(s). Any claim under this Section must be accompanied by written documentation from the Police.
- ii) Upon the happening of any loss or damage giving rise to a claim under this Section, We will pay the cost of repair of each item that is partially damaged, or replacement as new if it is totally lost or destroyed, subject to the repairs or replacement being carried out within a reasonable time.
- iii) If a damaged item can be repaired but the repair is not carried out, We will pay the reduction in the value of the item as a result of the loss or damage up to the estimated cost of the repair.
- iv) If an item has been totally lost or destroyed or cannot be satisfactorily repaired and a replacement is not carried out, We will pay the value of the item at the time of the loss or damage.
- v) We will not pay for the replacement of, or work on, any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.
- vi) Where any insured property consists of articles in a pair or set, We will only pay the value of any particular part or parts which may be lost or damaged, without reference to any special value which the articles may have as part of such pair or set and only up to the proportionate part of the value of the pair or set.

### Exceptions Specific to Section 6

We will not pay any sum under this Section in connection with:

1. loss or damage due to the wilful act or neglect of the Insured Person.
2. unexplained disappearance, shortage due to error or omission, exchange rate differences or depreciation in value.
3. loss or damage due to requisition or seizure or destruction of or damage to property by or under the order of any government or public or local authority or confiscation.
4. loss or damage insured under a more specific insurance policy.

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### SECTION 7 – PERSONAL ACCIDENT PROTECTION

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We will pay You the compensation for the Events as described below if the Insured Person suffers Injury anywhere in the world during the period of insurance which within 365 days of its happening is the sole cause of such Events.

Events	Compensation
<b>A. Daily Hospitalisation Benefit</b> Hospitalisation of an Insured Person as a direct result of an Injury.	The daily benefit of S\$100 for each day of Hospitalisation up to maximum 180 days from the commencement of the first Event to occur.
<b>B. Medical Expenses</b> Medical, surgical, nursing or hospital charges necessarily and reasonably incurred at the direction of a Physician as a result of an Injury suffered by the Insured Person.	Reimbursement up to S\$1,500 in respect of any one Injury.

#### Some Definitions

“Accident” means an event which happens suddenly, solely and directly caused by violent and external means and give rise to a result which the Insured Person did not intend or anticipate.

“Hospital” means an institution which is legally licensed as a medical or surgical hospital in the country in which it is located to provide service primarily for reception, care and treatment of injured persons as in-patients under the constant supervision of a Physician. It excludes nursing, rest homes or convalescent homes, institutions for treatment of substance abuse, mental institutions or geriatric wards and places for drug addicts or alcoholics or for any similar purpose.

“Hospitalisation” means the Insured Person’s confinement in a Hospital as a registered in-patient for a continuous uninterrupted period of at least 24 hours upon the advice of and under the regular care and attendance of a Physician for which the Hospital makes a charge for room and board.

“Injury” means bodily injury suffered anywhere in the world caused solely by Accident and not by sickness, disease or gradual physical or mental wear and tear.

“Physician” means a properly qualified medical practitioner licensed by and registered with the competent Medical

Authorities of the country in which treatment is provided to practice Western medicine and surgery, and who in rendering such treatment is practicing within the scope of his or her training, licensing and registration.

### Compensation Limits in respect of Any One Insured Person

- i) Event A will be payable when the total amount has been agreed, or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by Us of written notice of the Injury.
- ii) Nothing will be payable in respect of Event B if there is any other insurance covering the loss or if the Insured Person is entitled to an indemnity from any other source, provided that We will not be relieved of liability under this Event so far as concerns any excess beyond the amount payable under such other insurance or indemnity.
- iii) The limits of compensation specified above will apply regardless of the number of times the Policy is renewed.

### Exceptions Specific to Section 7

We will not pay any sum under this Section in connection with:

1. Pre-existing Conditions – Any Injury, illness, condition or symptom which existed before the Commencement Date of the Policy for the Insured Person concerned:
  - for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable; or
  - which before the Commencement Date of the Policy presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.
2. Injury caused by the Insured Person engaging in:
  - (a) air travel except as a passenger in a fully licensed passenger carrying aircraft; or
  - (b) any trade, technical or sporting activity or as crew, all in connection with an aircraft.
3. Injury caused by the Insured Person engaging in or practising for
  - (a) parachuting; skydiving; hang gliding; ballooning;
  - (b) any kind of race (other than on foot or swimming) or trial of speed or reliability; or
  - (c) potholing, mountaineering or rock climbing necessitating the use of guides or ropes; or
  - (d) underwater activities necessitating the use of compressed air or gas.
4. Injury caused by:
  - (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life); or
  - (b) pregnancy or childbirth; or
  - (c) insanity; or
  - (d) any pre-existing physical or mental defect or infirmity; or
  - (e) the Insured Person being under the influence of drugs (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction); or
  - (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.
5. Injury to any Insured Person who is employed:
  - (a) as a military personnel, law enforcement officer, fire fighter, civil defence officer, security guard/officer; or
  - (b) as professional sportsperson; or
  - (c) in any off-shore occupations such as ship crew, diver, oil-rigger and fisherman; or
  - (d) as shipyard worker; or
  - (e) as air crew or working on board aircraft; or

- (f) as construction workers or demolition workers or quarry workers; or
- (g) as workers engaged in maintenance, cleaning, roofing or repair activities involving scaffolding, gondolas or climbing necessitating the use of guides or ropes; or
- (h) in any occupation dealing with explosives, poisonous or hazardous gases or substances

except in the circumstances that the Insured Person is off-duty at the time of the Injury and the Injury does not arise in the course of employment or any activity related to the Insured Person's employment.

#### Extensions Specific to Section 7

The following extensions apply to this section and are subject otherwise to the terms, conditions and exceptions of this Policy. Except as expressly stated, these extensions do not override the existing terms, conditions and exceptions of this Policy.

##### i) **Loan Protection Benefit**

(only applicable to Insured Person aged below 30 years)

If the Insured Person suffers the Injury anywhere in the world during the period of insurance causing solely the Result as defined below, We will pay the Insured Person or his/her personal representative the amount of S\$5,000 or the amount of outstanding Loan(s) due and owing to any Financial Institution as at date of the Injury, whichever is the lesser amount.

Provided always that:

- a. The Insured Person is not more than 30 years of age at the time of such Injury.
- b. in the event that the Insured Person is insured under more than one Money Care Policy with Us, compensation will be recoverable under one (1) Policy which provides the highest benefit limit only.
- c. We will not pay anything under this Extension if at the date of the Injury the amount due to the Financial Institution has already been discharged.

For the purpose of this Extension, Result is any Injury which within 365 days of the date that the Injury occurred independently of any other cause results in

- a. Death; or
- b. Permanent Total Disablement for which satisfactory proof has been given to the Company that the total disablement will in all probability continue for the remainder of the Insured Person's life and prevent the Insured Person from attending to any kind of business, profession or occupation.

"Loan" means all secured and unsecured loan, such as education loan, housing loan, car loan, renovation loan, credit card or overdraft facilities, taken up by the Insured Person solely in his/her own name for his/her personal use from any Financial Institution.

"Financial Institution" means any banks or finance companies in Singapore legally licensed by the Monetary Authority of Singapore or such other applicable authorities to provide Loan(s).

##### ii) **Reservist Training**

This Section is extended to cover Injury sustained by the Insured Person while on part-time National Service as a Reservist in the Navy, Army, Air Force, Police, Fire Brigade or Vigilante Corps, provided that We will not be liable to pay any compensation if the Insured Person was taking part in or was present at any military, navy or air force operation during actual warfare or any insurrection or any expedition or operation of a war-like character either as a combatant or non-combatant when the Injury was sustained.

##### iii) **Sedentary Work – Military Personnel, Law Enforcement Officer, Civil Defence Officer, Security Officer**

This Section is extended to cover Injury sustained by the Insured Person who is employed as military personnel, law enforcement officer, fire fighter, civil defence officer or security officer who solely does sedentary desk-bound duties, that is, strictly clerical or administrative work.

##### iv) **Riot, Strike, Murder and Assault**

This Section is extended to cover Injury sustained by the Insured Person as a result of riot, strike, murder and assault, provided that such Injury does not arise out of or in connection with the Insured Person's participation, collaboration or provocation of such act.

##### v) **Suffocation by Smoke, Poisonous Fumes, Gas and Drowning**

Any result sustained by an Insured Person due to suffocation by smoke, poisonous fumes gas and drowning shall be deemed to be Injury sustained by an Insured Person provided that such Injury does not arise out of an Insured Person's wilful and intentional act.

### GENERAL CONDITIONS

The conditions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permits, conditions precedent to the right to recover from Us.

#### 1. **Co-operation**

As a condition precedent to the Company's liability, the Insured or the Insured Person or his/her representatives shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the Insured or Insured Person knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the Insured's or the Insured Person's expense, from any doctor or hospital or other source.

#### 2. **Reasonable Precautions and Material Changes**

The Insured or the Insured Person must take all reasonable precautions to prevent and minimise any loss or Injury and the Company must be informed immediately in writing of any material information or change of circumstances which may increase the possibility of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.

#### 3. **Eligibility**

Unless We agree in writing otherwise, any person You wish to insure under this Policy must be named as an Insured Person in the Schedule and must at the Commencement Date of the Policy be the following:

- (i) Yourself aged between 18 years and below 65 years old, or
- (ii) Your legal spouse aged between 18 years and below 65 years old,

with his/her Usual Country of Residence as Singapore.

#### 4. **Usual Country of Residence**

As a condition precedent to liability, the Company must be informed in writing of any change in the Usual Country of Residence. A permanent change in the Usual Country of Residence is deemed to occur when the Insured Person lives or intends to live in another country for more than six (6) consecutive months. The Company reserves the right to continue cover on the terms and conditions it

considers appropriate to the new country of residence or to decline to continue cover under the Policy.

5. **Automatic Renewal of Coverage**

Unless the Insured or the Company exercises the right to cancel the Policy, the Policy will be renewed automatically from year to year so long as premium is paid when due.

6. **Premium Payment**

Subject to the Company's agreement in writing, premium can be paid on a monthly basis or on an annual basis.

A) If Premium is Paid Monthly

- a) The first monthly premium is payable on the Commencement Date and subsequent monthly premiums are due on the same date on each succeeding month.
- b) Each payment must be paid by direct debit instruction or charged to Your Nominated Account.
- c) We are immediately entitled to the balance of the annual premium payable for the entire Policy Year if a claim arises in respect of that Policy Year. We reserve the right to deduct the balance of the annual premium from any claim amount due.

B) If Premium is Paid Annually

- a) The first annual premium is payable on the Commencement Date and subsequent premiums are due on the same date on each succeeding year.
- b) Each payment must be paid by direct debit instruction or charged to Your Nominated Account or by cheque.

C) Changes in the frequency of premium payments to or from monthly or annual payments cannot be made unless the Company, on receipt of a request to do so by the Insured, allows otherwise.

7. **Alterations**

(a) At each renewal of this Policy, We have the right to vary the premium payable and all other terms, conditions and exceptions of the Policy. We will notify You of any such change at least 30 days before the renewal date. Your continued payment of premium after We give such notice will mean that You accept the change.

(b) If the date of birth of the Insured Person has been incorrectly stated, the benefits will be amended by Us having regard to the true date of birth. If the true date of birth is such that, had it been known to Us at the time of the Policy was proposed for, We would not have issued the Policy, then We may cancel the Policy and no benefits will be payable.

(c) Any other misrepresentation of or failure to disclose material facts by the Insured or Insured Person, will entitle the Company to alter, amend or cancel 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.

8. **Cancellation**

Either the Insured or the Company may cancel this Policy by giving the other party 30 days notice in writing sent to the last known address. Refunds of premium in respect of a period of insurance will be made as follows:

- (a) If the Insured cancels the Policy, the Company will make a refund of premium that the Insured has paid on pro-rated basis from the date of cancellation provided no claim has arisen in relation to that period of insurance and the amount refundable is more than S\$10.00.

(b) If the Company cancels the Policy, the Company will make a pro-rata refund of the premium paid.

9. **Termination**

(a) The entire Policy will terminate and all Insured Persons' cover under it will cease immediately upon:

- i) non-payment of premium by the due date as described in the Payment Before Cover Warranty of this Policy; or
- ii) the cancellation of this Policy as described in General Condition 8.

(b) Unless We have agreed otherwise in writing, the cover of an Insured Person under this Policy will terminate immediately in any of the following circumstances, whichever first occurs:

- i) when the Insured Person's Usual Country of Residence ceases to be Singapore
- ii) where the Insured Person is You, on the expiry of the Policy Year in which You attain Your 70<sup>th</sup> birthday
- iii) where the Insured Person is Your spouse:
  - (iii.i) on the expiry of the Policy Year in which he/she attains his/her 70<sup>th</sup> birthday; or
  - (iii.ii) when he/she ceases to be Your lawful spouse

10. **No Trust**

The Company will not recognise or be affected by any notice of trust, charge or assignment relating to this Policy and the Insured's receipt or that of the Insured's legal personal representative shall in all cases effectively discharge Our liability.

11. **Legal Personal Representatives**

The terms, exceptions and conditions of this Policy, so far as applicable and with necessary modifications, shall apply to the legal personal representatives of the Insured or the Insured Person.

12. **Governing Law**

The Policy is to be construed according to the laws of the Republic of Singapore.

13. **Data Privacy Notice**

It is hereby declared that as a condition precedent to the liability of the Company the Insured Person has agreed that any personal information in relation to the Insured Person provided by or on behalf of the Insured Person to the Company may be held, used and disclosed to enable the Company or MSIG Assist or any independent third party to provide all services related to this insurance.

14. **Provision of Information**

You and all the Insured Persons shall at all times provide complete, accurate and updated information (including Your and/or Insured Person's personal information) as required by Us and/or MSIG Assist in relation to Your application, this Policy and/or services related to this Policy. The Company and MSIG Assist shall not be held liable for failure to perform any of the services related to this Policy or any delays or losses suffered due to incomplete, insufficient, inaccurate or outdated information provided by You or the Insured Person.

15. **Exclusion of Rights Under the Contracts (Rights of Third Parties) Act**

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms. Insured Persons (other than the Insured) are not parties to this Policy contract.

## CLAIMS CONDITIONS

The payment of claims under this Policy depends upon observance of its terms and conditions by You, and so far as they apply, by the Insured Person or any other claimant.

### 1. Notification of Claim

You must give written notice to Us of any event giving rise or likely to give rise to a claim under this Policy as soon as possible but in any case within 30 days of the happening of such an event.

### 2. Proof of Claim

The following must be provided to the Company all supplied at Your expense:

- (a) completed claim form after You notify Us of a claim;
- (b) information, evidence or supporting document including police reports, bank statements, receipts or medical reports which We may require;
- (c) the Insured's or Insured Person's or his/her legal personal representative's written consent to allow the Company to receive the results of any medical examinations and/or tests and/or medical history or records in respect of the Insured or the Insured Person concerned;
- (d) such other information that the Company may reasonably require.

### 3. Legal Proceedings

No action in law or equity shall be brought to recover under the Policy until after the expiration of 60 days from the date proof of claim has been furnished in accordance with the Policy conditions. The parties submit themselves to the exclusive venue and jurisdiction of the Courts of Singapore for the resolution of any conflict or dispute between the parties with regard to the Policy, save where the circumstances are governed by the Arbitration clause of the Policy.

### 4. Arbitration

- (a) Any difference of medical opinion in connection with the results of any Accident, Injury, illness, death or expense will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset and the umpire's decision shall be conclusive.
- (b) Where We have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to an independent arbitrator acceptable to the parties involved. Where any dispute 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.

### 5. Commencement of Arbitration or Court Action

If the Company offers an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within 12 calendar months from the date of such an offer or disclaimer referred to arbitration as required under General Condition 11 or been made subject to pending court action, the claim shall be deemed to be abandoned and the Company shall have no liability in respect of it.

1. theft or any attempt thereof by the Insured Person or his/her spouse.
2. any wilful, malicious, criminal or unlawful acts committed by You and/or the Insured Person or any person acting on Your and/or the Insured Person's behalf.
3. any fines or penalties or any prohibitions or regulations by any Government or local authority.
4. any consequential loss not specified in the Policy.

### Additionally :-

This Policy does not insure any destruction of or damage to any property or any consequential loss or any legal liability or any bodily injury, illness or disease and death to any person 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:

5. (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution insurrection, civil commotion assuming the proportions of or amounting to any 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/or
  - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,  
by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, expressed or otherwise, and/or 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.
6. (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 component thereof.  
(c) any weapon or device employing atomic or nuclear fission and/or 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.
7. (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;  
(b) permanent or temporary dispossession of any property resulting from the unlawful acquisition of such property by any person;

provided that the Company is not relieved of any liability to the Insured Person in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

## GENERAL EXCEPTIONS

The Company will not be liable for any claims, losses, injury or liability directly or indirectly caused by, or in connection with, or arising from:

- (c) the destruction of property by order of any public authority.
8. (a) damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by programming or operator error, Virus or Similar Mechanism or Hacking;
- (b) consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking;

but this exclusion shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

For the purpose of this Exclusion 8 only –  
 "Defined Contingency" means fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

"Virus or Similar Mechanism" means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

"Hacking" means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

**If We say that any claim is not covered by this insurance by reason of any of these General Exceptions, then You have the burden of proving that the claim is covered.**

**PAYMENT BEFORE COVER WARRANTY**

1. Even if anything in the Policy says otherwise and subject to clauses 2 and 3 below, it is declared and agreed that the total premium due must be paid and actually received in full by the Company on or before the Commencement Date or subsequent due date ("due date") of the relevant coverage under the Policy.
2. In the event that the total premium due is not paid and actually received in full by the Company on or before the relevant due date, then the cover under the Policy for which premium is due will not attach and nothing will be payable by the Company in respect of that cover. Any payment received after the relevant due date will be of no effect whatsoever as regards such cover because the cover never attached on the Policy.
3. As provided in the Policy's "Free Look" provision, if the Insured decides to cancel the cover during the "Free Look" period, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance. The "Free Look" period does not apply to renewals of the Policy.

**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**

**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 MSIG or visit the GIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).**

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