

Recovery Hospital Cash

1 Important Information Regarding Your Policy

1.1 Your Policy

- 1.1.1 Your Policy Wording and Policy Schedule describe the insurance contract between You and Us.
- 1.1.2 In return for You paying Us the premium, We insure You for the Event(s) subject to the terms, conditions and exclusions of Your Policy Wording and Policy Schedule.

1.2 Please read Your Policy

- 1.2.1 It is important that You read carefully and understand Your Policy Wording and Policy Schedule because they describe the terms, conditions and exclusions that apply to Your insurance under Your Policy.

1.3 Checking Your Policy

- 1.3.1 Please check Your Policy Wording and Policy Schedule to make sure all the information on them is correct. Please let Us know straight away if any alterations are needed. Please contact Us if You have changed Your address or account details.

1.4 Contacting Us

- 1.4.1 If You have any queries or need to contact Us, please write to Us at Chubb Insurance Singapore Limited, 138 Market Street, #11-01, CapitaGreen, Singapore 048946.
- 1.4.2 You may contact Our Customer Service Hotline: 6398 8797, Mondays to Fridays, 9am - 5pm.

1.5 Keeping Your documents safe

- 1.5.1 You should keep Your Policy Wording and Policy Schedule in a safe place in case You need to refer to them in the future.
- 1.5.2 Certain types of cover under Your Policy require You to provide receipts and other documentary evidence to Us. You should keep those documents in a safe place in case We need them to settle a claim.

2 Cover Under Your Insurance Policy

2.1 Who and What is insured?

- 2.1.1 You are insured for the Event(s) subject to the terms, conditions and exclusions of Your Policy.

2.2 What are the Eligibility Requirements?

- 2.2.1 To be eligible for cover under this Policy:
 - (a) You must be a Singapore Resident and between the age of eighteen (18) and fifty-nine (59) years old (both ages inclusive) on the Commencement Date. Your Policy will be renewable up to and including age sixty-five (65).
 - (b) Your Dependent Child(ren) must be a Singapore Resident and must be between the age of one (1) year and eighteen (18) years of age or up to and including twenty-five (25) years old if he/she/they is/are full-time student(s) at an accredited institution of higher learning and in either case, are primarily dependent upon You for maintenance and support. Dependent Child(ren) who are in full-time national service are not covered.

3 The Meaning Of Certain Words

- 3.1** The following words when used with capital letters in Your Policy Wording or the Policy Schedule have the meaning given below.
- 3.2 Accidental Injury** means a bodily injury resulting from an accident which is not a Sickness and which:
- (a) is caused by a sudden, unforeseen and fortuitous event, external to the body;
 - (b) occurs at an identifiable time and place during the Period of Insurance;
 - (c) results within one hundred and four (104) weeks of the accident;
 - (d) results solely from the accident and independently of any other cause; and
 - (e) includes a bodily injury suffered by You being directly and unavoidably exposed to the elements as a result of an accident.
- 3.3 Confined or Confinement** means confinement for a continuous uninterrupted period of at least twenty-four (24) hours in a Hospital as a resident bed patient upon the advice of and under the regular care and attendance of a Doctor.
- 3.4 Commencement Date** means 12.01am Singapore Time on the date We agree to provide insurance under the Policy and which is shown in Your Policy Schedule.
- 3.5 Community Hospital** means a community hospital approved by the Ministry of Health of Singapore to provide an intermediate level of care for individuals who are fit for discharge from acute hospitals but require inpatient convalescent and rehabilitative care. Community Hospital does not mean hospice, convalescent centre, Hospital and homes.
- 3.6 Day Surgery** means an event whereby an Insured Person requires the use of a recovery facility for a surgery performed on a pre-planned basis (but not for an overnight or inpatient stay) provided by or on the order of a Doctor to the Insured Person for treatment of a Sickness or Accidental Injury at a Hospital or Clinic duly qualified to perform such a surgery.
- 3.7 Doctor** means a legally registered medical practitioner who is not You or Your relative.
- 3.8 Event(s)** means the Event(s) listed in the benefits section of Your Policy.
- 3.9 Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a Hospital (if licensing is required in the state or government jurisdiction) and meets the following requirements:
- (a) operates primarily for the reception, care and medical treatment of sick, ailing or injured persons as in-patients;
 - (b) provides full-time nursing service by and under the supervision of a staff of nurses;
 - (c) has a staff of one (1) or more Doctors available at all times;
 - (d) maintains organised facilities for the medical diagnosis and treatment and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
 - (e) is not primarily a clinic, nursing, rest or convalescent home or home for the aged or place for alcoholics or drug addicts, Community Hospital or similar establishment or a special unit of a Hospital used primarily for such purposes;
 - (f) is not a mental institution or an institution confined primarily to the treatment of psychiatric disease including sub-normality or the psychiatric department of a Hospital; and
 - (g) is not a health hydro or nature cure clinic.
- 3.10 Insured Person(s)** means the person(s) insured under Your Policy as specified in the Policy Schedule.
- 3.11 Like Categories** means characteristics of the insured risk that are similar in nature including but not limited to age, gender, claims experience and occupation classification that are used for calculating and determining the premiums.
- 3.12 Nominated Account** means the credit card account or bank account (DBS/POSB only) designated by You, which is not a Medisave account, to which premiums are to be charged.

- 3.13 Partner** means spouse or life partner with whom You have been living permanently for at least three (3) months or more at the time of occurrence of an Event leading to a claim.
- 3.14 Period of Insurance** means:
- (a) If You are paying a monthly premium, one (1) month from the Commencement Date or the latest Renewal Date, whichever is later; or
 - (b) If You are paying an annual premium, one (1) year from the Commencement Date or the latest Renewal Date, whichever is later.
- 3.15 Policy** means Your Policy Wording and Policy Schedule describing the insurance contract between You and Us.
- 3.16 Policy Schedule** means the schedule which We send You with Your Policy Wording.
- 3.17 Policy Wording** means this document.
- 3.18 Pre-Existing Medical Condition** means:
- (a) Any condition for which a Doctor was consulted or for which treatment or medication was prescribed prior to the Commencement Date; or
 - (b) A condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at or before the Commencement Date.
- 3.19 Renewal Date** means:
- (a) If You are paying a monthly premium, one (1) month from the Commencement Date and subsequently, the same day of each successive month; or
 - (b) If You are paying annual premium, one (1) year from the Commencement Date and subsequently, the same day of each successive year.
- 3.20 Sickness** means illness or disease contracted and commencing whilst this Policy is in force and resulting, directly and independently of all other such causes.
- 3.21 Singapore Resident** means Singapore Citizen or Singapore Permanent Resident or holder of a valid Work Permit or Employment Pass or Long Term Visit Pass or Dependant's Pass or S Pass issued by the authorities in Singapore.
- 3.22 Waiting Period** means the period in time specified in the Policy from the Commencement Date of the Policy during which a claim arising from any cause other than Accidental Injury is not covered.
- 3.23 We/Us/Our** means Chubb Insurance Singapore Limited.
- 3.24 You/Your** means the person who is named as the policyholder or the Insured Person(s) named in the Policy Schedule.

4 Benefits

4.1 Daily Hospital Cash Benefit

- 4.1.1** If You have been Confined in a Hospital as a result of Sickness or Accidental Injury, We will pay You the Daily Hospital Cash Benefit shown in Your Policy Schedule current at the time of Sickness or Accidental Injury.
- 4.1.2** The Daily Hospital Income Benefit will only be payable for each (24 hour) day of Confinement in a Hospital, from the first day of Confinement and for a period not exceeding three hundred and sixty-five (365) days for all such Confinement due to Sickness or Accidental Injury.
- 4.1.3** Any periods of Confinement due to the same or a related cause shall be considered as arising from one Sickness or Accidental Injury unless their occurrences are separated by at least ninety (90) consecutive days of non-Confinement.
- 4.1.4** The maximum period specified above will apply in respect of all Sickness or Accidental Injury, regardless of the number of times the Policy is renewed.
- 4.1.5** The maximum period in respect of which We will pay under Clause 4.1 or Clause 4.2, in aggregate for any one Sickness or Accidental Injury is three hundred and sixty-five (365) days.

4.2 ICU Daily Hospital Cash Benefit

- 4.2.1 If You have been Confined in an Intensive Care Unit (ICU) in a Hospital as a result of Sickness or Accidental Injury, We will pay You the ICU Daily Hospital Cash Benefit shown in Your Policy Schedule current at the time of Sickness or Accidental Injury.
- 4.2.2 The ICU Daily Hospital Income Benefit will only be payable for each (24 hour) day of Confinement in an Intensive Care Unit (ICU) in a Hospital, from the first day of Confinement and for a period not exceeding thirty (30) days for all such Confinement due to Sickness or Accidental Injury.
- 4.2.3 Any periods of Confinement due to the same or a related cause shall be considered as arising from one Sickness or Accidental Injury unless their occurrences are separated by at least ninety (90) consecutive days of non-Confinement.
- 4.2.4 The maximum period specified above will apply in respect of all Sickness or Accidental Injury, regardless of the number of times the Policy is renewed.

4.3 Day Surgery Benefit

- 4.3.1 If You are required to undergo a Day Surgery as a result of Sickness or Accidental Injury and a Doctor certifies this, We will pay You the Day Surgery Benefit shown in Your Policy Schedule current at the time of the diagnosis.
- 4.3.2 This benefit will not be paid more than ten (10) occasions for any one Sickness or Accidental Injury regardless of the number of times the Policy is renewed.

4.4 Get Well Cash Benefit

- 4.4.1 If You have been Confined in a Hospital, or underwent a Day Surgery in a Hospital, as a result of Sickness or Accidental Injury, and is issued a medical certificate and advised by a Doctor to rest at home, We will pay You the Get Well Cash Benefit specified in Your Policy Schedule for each (24 hour) day, up to a maximum of five (5) days per Sickness or Accidental Injury.
- 4.4.2 The maximum period specified above will apply in respect of all Sickness or Accidental Injury, regardless of the number of times the Policy is renewed.

4.5 Worldwide Terrorism Cover

- 4.5.1 Notwithstanding the General Exclusion in respect of act of terrorism, this Policy covers losses which may be sustained through acts of terrorism, provided such acts of terrorism do not involve the use of biological, chemical agents or nuclear devices.
- 4.5.2 Where the Insured Person is insured under more than one policy with Us covering acts of terrorism, Our maximum liability for any and all claims arising directly or indirectly from any act of terrorism will be limited to only one policy (with the highest limit on acts of terrorism).

4.6 No Claim Bonus

- 4.6.1 At the end of every twelve (12) consecutive months, a No Claim Bonus of twenty percent (20%) of the preceding twelve (12) months' premium will be refunded (without interest and any statutory tax) to You if:
 - (a) no claim for an Event that occurred in the preceding twelve (12) months has been paid under Your Policy in the preceding twelve (12) months; and
 - (b) no claim for an Event that occurred in the preceding twelve (12) months has been submitted under Your Policy and is pending adjustment.
- 4.6.2 A claim is considered to have been made in the preceding twelve (12) months if any Event falls within this period, regardless of the date of submission of the claim.
- 4.6.3 You must pay back to Us the No Claim Bonus:
 - (a) should a claim for the preceding twelve (12) months be reported after We paid the refund; or
 - (b) if the Nominated Account is in arrears with regards to payment of premium for the preceding twelve (12) months or any month thereof.

4.7 Benefit Limitations

- 4.7.1 We will not pay for Confinement or Day Surgery for treatment of any Sickness commencing within a Waiting Period

of thirty (30) days from the Commencement Date, or for any subsequent Confinement or Day Surgery of the same condition which first occurred during the Waiting Period of thirty (30) days.

- 4.7.2 For any one (1) Confinement arising out of the same Sickness or Accidental Injury, we will pay only under Clause 4.1, Clause 4.2 or Clause 4.3, but not all of them.

5 General Exclusions

5.1 Your Policy will not apply to any Event(s) arising directly or indirectly out of:

- (a) deliberately self-inflicted injury, suicide or, criminal or illegal act;
- (b) You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
- (c) You engaging (while on duty) in any operation or service in any armed services, armed forces or disciplined forces of any country;
 - i. unless while undergoing peace time training as an Operationally Ready National Serviceman (NSman) and provided that You are not engaging in actual warfare or war-like operations; or
 - ii. unless while solely engaging in sedentary desk-bound duties, that is, strictly clerical or administrative work;For the avoidance of doubt, armed forces includes the military, navy and airforce, and disciplined forces shall include but not be limited to policemen, auxiliary police officers, customs officers, firemen, immigration officers or inspectors, and correctional service officers or inspectors;
- (d) You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport;
- (e) You engaging in any motor sports as a rider, driver and/or a passenger;
- (f) You engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft;
- (g) You engaging in or practising for parachuting, skydiving, hang gliding, ballooning, any kind of race (other than on foot or swimming) or trial of speed or reliability, potholing, mountaineering or rock climbing necessitating the use of guides or ropes, or underwater activities necessitating the use of compressed air or gas;
- (h) You committing any unlawful acts or wilful exposure to unnecessary danger (such as jaywalking or speeding) except in an attempt to save human life;
- (i) Pre-Existing Medical Conditions;
- (j) any condition which is, results from or is a complication of infection with a venereal disease;
- (k) any condition which is, results from or is a complication of congenital conditions or deformities;
- (l) any condition which is, results from or is a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression;
- (m) any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage or abortion;
- (n) any dental work or treatment, extraction of impacted teeth or wisdom teeth, eye examinations or anomalies and cosmetics or plastic surgery;
- (o) any treatment for obesity, weight reduction or weight improvement;
- (p) any nervous and mental conditions or disorder, alcoholism or intoxication, rest cures, sanatoria care or special care of special nursing care;
- (q) Human Immunodeficiency Virus (HIV), HIV related illness, or any other diseases or illness related to sexually transmitted disease;
- (r) death, disability, loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof;
 - iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - iv. 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; or
 - v. any chemical, biological, bio-chemical or electromagnetic weapon;
- s) death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - ii. any act of terrorism including but not limited to the use or threat of force, violence and/or 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, express or otherwise, and/or to put the public or any section of the public in fear, or any action taken in controlling, preventing, suppressing or in any way relating to the events stated in this clause.

5.2 Sanctions Exclusions Applicable to this Policy

- 5.2.1 This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.
- 5.2.2 Chubb Insurance Singapore Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Singapore Limited is subject to certain US laws and regulations in addition to EU, UN and Singapore sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

6 General Conditions

6.1 Where does Your Policy apply?

- 6.1.1 Your Policy insures You twenty-four (24) hours a day worldwide excluding sanctioned countries for the purposes of Clause 5.2.

6.2 Arbitration

- 6.2.1 If any dispute or disagreement arises regarding any matter pertaining to or concerning Your Policy, the dispute or disagreement must be referred to arbitration in accordance with the provisions of the Arbitration Act (Cap. 10) and any statutory modification or re-enactment thereof then in force, such arbitration to be commenced within three (3) months from the day such parties are unable to settle the dispute or difference. If You fail to commence arbitration in accordance with this clause, it is agreed that any cause of action and any right to make a claim that You have or may have against Us shall be extinguished completely. Where there is a dispute or disagreement, the issuance of a valid arbitration award shall also be a condition precedent to Our liability under Your Policy. In no case shall You seek to recover on Your Policy before the expiration of sixty (60) days after written proof of claim has been submitted to Us in accordance with the provisions of Your Policy.

6.3 Laws of Singapore

6.3.1 Your Policy is governed by the laws of Singapore.

6.4 Singapore Currency

6.4.1 All payments by You to Us and by Us to You or someone else under Your Policy must be in Singapore currency.

6.5 Premium

6.5.1 Premiums shall be amended on the renewal of Your Policy at the Renewal Date, after the date You attain the age of thirty-one (31) years old, forty-one (41) years old, fifty-one (51) years old and sixty-one (61) years old.

6.5.2 Premiums payable on Your Policy are not guaranteed and We reserve the right to amend the premium by giving You thirty (30) days' written notice of any change to Your address on file.

6.6 Modification

6.6.1 We reserve the right to modify the terms and conditions of Your Policy for Like Categories of Insured Person(s) within the Period of Insurance by giving You prior notice of at least thirty (30) days, and such modification shall be applicable from the effective date as stated in Our written notice to Your address on file.

6.6.2 No modification of Your Policy shall be valid unless approved in writing by Our authorised representative, and such approval shall be evidenced by way of an endorsement to Your Policy issued by Us. No broker or agent has the authority to modify or to waive any of the terms and conditions of Your Policy.

6.7 Free Look Period

6.7.1 You have thirty (30) days after You receive Your Policy Wording and Policy Schedule to decide whether the Policy meets Your needs. You may cancel Your Policy by giving Us notice within these thirty (30) days. We will cancel Your Policy from the Commencement Date and refund in full the premium You have paid to Us, provided that You have not made a claim during the free look period.

6.7.2 The Policy is considered delivered and received by You within three (3) business days from the date of delivery/posting.

6.8 Benefit Limits

6.8.1 The maximum total amount We will pay under Your Policy for each Event is the limit specified in Your Policy Schedule for that Event.

6.9 Commencement and Period of Your Policy

6.9.1 Your Policy begins from the Commencement Date or the latest Renewal Date whichever is the later and continues for the Period of Insurance.

6.10 Reinstatement of Your Policy

6.10.1 If Your Policy is cancelled for any reason other than under Clause 7.3, You may apply for reinstatement within ninety (90) days from date of cancellation.

6.10.2 If We approve and accept your application for reinstatement the terms, conditions and exclusions of the Policy shall remain the same as before the cancellation of the Policy, unless otherwise specified in the reinstatement endorsement. However, there will be no cover under the Policy during the period between cancellation and reinstatement of the Policy. The date of reinstatement will be as stated in the reinstatement endorsement.

6.10.3 An application for reinstatement of Your Policy will not be accepted after ninety (90) days from the date of cancellation.

6.11 Policy Owners' Protection Scheme

6.11.1 Your Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for Your Policy is automatic and no further action is required from You. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact Us or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

6.12 Personal Data Protection Consent

6.12.1 You are deemed to give consent and authorisation to Us to collect, use, disclose, and/or process Your personal data or information supplied to Us without further notification to You confidentially with Our affiliated companies, third party service providers, business partners and/or other parties, which may be sited outside Singapore, for administering

policies taken out with Us, handling claims and customer services. A copy of Our Personal Data Protection Policy can be found at www.chubb.com/sg-privacy and You are deemed to have read the same.

- 6.12.2 If You have consented for Us to contact You in order to perform marketing related activities, please be advised that You can withdraw Your consent by writing to Us to notify Us of Your instruction. Upon Your written request, We shall, without charge, cease to use Your personal information for purposes other than those directly related to Your Policy.
- 6.12.3 You may write to Our Data Protection Officer at 138 Market Street, #11-01, CapitaGreen, Singapore 048946 for any request to withdraw Your consent, access to and/or correction of any information supplied to Us and We may reserve the right to charge a reasonable fee to offset the administrative costs in complying with access requests.

6.13 Fraudulent Claims

6.13.1 If any claim under Your Policy is in any respect:

- (a) fraudulently exaggerated; or
- (b) supported by a fraudulent statement and/or document;

We shall not pay in respect of such claim and shall be entitled to terminate Your Policy with effect from the claim notification/submission date.

6.14 Subrogation

6.14.1 In the event of any payment made by Us under one or more sections of this Policy, We will be subrogated to all Your rights of recovery against any person or organisation. You shall provide Us with reasonable assistance including but not limited to, executing and delivering any instruments and/or documents. You shall take no actions which may prejudice Our subrogation rights.

7 Cancelling Your Policy

7.1 When You can cancel

- 7.1.1 (a) If You are paying a Monthly Premium, You can cancel Your Policy at the end of any Period of Insurance by giving Us at least thirty (30) days' prior notice.
- (b) If You are paying an Annual Premium, You can cancel Your Policy anytime by giving Us at least thirty (30) days' prior notice and We will refund any premiums in accordance with Clause 14.2 Refund of Premiums.

7.2 When We can cancel

7.2.1 We may cancel Your Policy for Like Categories of Insured Person(s) by giving you at least one (1) month's prior notice. We will do this only when We cancel all policies within the Like Categories which have been issued under this Policy.

7.3 Automatic cancellation

7.3.1 Cover under Your Policy will cancel automatically:

- (a) if You cease to be a Singapore Resident;
- (b) when You reach the age of sixty-six (66) years old; or
- (c) upon Your death.

This will be confirmed in writing. Thereafter, Your Policy will not be renewed. If Your Partner is covered under Your Policy, his/her cover will continue for the remaining Period of Insurance.

8 Claims

8.1 Procedure for making a claim

- 8.1.1 Written notice shall be given to Our Claims Department at www.chubbclaims-dbs.com.sg or 138 Market Street, #11-01, CapitaGreen, Singapore 048946.
- 8.1.2 If You, or Your legal representative wishes to make a claim, You or they must:
- (a) complete a claim form (claim forms are available from Us);

- (b) attach to the claim form:
 - i. original receipts for any expenses that are being claimed;
 - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage;
 - iii. any other documentary evidence required by Us under Your Policy;
 - iv. police investigation outcome in the event of a road traffic accident.
- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event(s) taking place which gives rise to a claim; and
- (d) give Us at Your, or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

8.1.3 We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

8.2 Processing and payment of claims

8.2.1 We will take all reasonable steps to pay a valid claim promptly.

8.2.2 We will pay all benefits amount under Your Policy to You. In the event of Your death, We will pay the amount to Your estate.

8.3 Making claims after Your Policy is cancelled

8.3.1 If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the Event(s) occurred before the date of cancellation.

9 Your Duties To Us

9.1 Duty of Utmost Good Faith

9.1.1 Failure to do so may mean You receive no benefit from Your Policy.

9.2 Consequences of breach of duty, fraud or misrepresentation

9.2.1 We may refuse to pay a claim either in whole or in part, if You:

- (a) breach the duty of utmost good faith;
- (b) make a misrepresentation to Us before or at the time Your Policy was entered into;
- (c) breach a provision of Your Policy;
- (d) make a fraudulent claim under any policy of insurance; or
- (e) engage in any act or omission which under Your Policy You are required to notify Us of, but You failed to do so.

10 Third Parties

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

11 Payment Before Cover Warranty

11.1 Notwithstanding anything therein contained but subject to Clause 11.3, it is hereby agreed and declared that the total premium due must be paid and actually received in full by Us on or before the Commencement Date or the Renewal Date.

11.2 In the event that the total premium due is not paid and actually received in full by Us on or before the Commencement Date or Renewal Date, no benefits whatsoever shall be payable by Us.

11.3 In respect of insurance coverage subject to Clause 6.7, You may return the original Policy document to Us within the "Free Look Period" if You decide to cancel the cover during the "Free Look Period". In such an event, You will receive a full refund of the premium paid to Us provided that no claim has been made under the insurance.

- 11.4** For policy where payment of full monthly premium is to be made by credit card or bank GIRO, the submission of a complete and properly signed Direct Debit Authorisation form (or such other forms as may be required by the card centre, bank or Us) to Us on or before the Commencement Date shall be deemed to be payment received by Us, subject to Clause 11.5.
- 11.5** In the event of any rejection by the card centre or the bank of the Direct Debit Authorisation form (or any such form referred to in Clause 11.4) or any inability by Us to obtain payment of the premium by credit card or GIRO deduction due to any reason, We shall allow up to three (3) attempts for the charge and deduction of the outstanding premiums from the relevant card centre of bank. Should such attempts fail for any reason, Your Policy shall be deemed to be cancelled immediately effective from the day of the month when premium was due and unpaid and no benefits shall be payable by Us. We will inform You of the cancellation by sending a notice in writing to Your address on file. Any payment received thereafter shall be of no effect whatsoever on the cancellation of Your Policy.

12 Special Conditions

12.1 Payment of Benefits

- 12.1.1** You cannot be covered under more than one (1) **Recovery Hospital Cash** Policy. If You are covered under more than one (1) such Policy, We will consider You to be covered under the Policy which provides the highest benefits. Where the benefits under any additional Policy are identical, We will consider You to be insured under the Policy first issued. All policies not recognised by Us shall be cancelled.
- 12.1.2** Except as specifically stated in Your Policy, benefit amounts are payable in addition to any other insurance benefits to which You may be entitled.

13 Special Conditions Applicable If Premiums Are Paid On A Monthly Basis (if this clause applies, Clause 14 does not apply)

13.1 Renewal of Your Policy

- 13.1.1** If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 7. If no such notice has been given by either party, Your Policy will be renewed automatically for one (1) month from the Renewal Date upon Your payment of the premium due on each Renewal Date.

14 Special Conditions Applicable If Premiums Are Paid On An Annual Basis (if this clause applies, Clause 13 does not apply)

14.1 Renewal of Your Policy

- 14.1.1** If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 7. If no such notice has been given by either party, Your Policy will be renewed automatically for one (1) year from the Renewal Date upon Your payment of the premium due on each Renewal Date.

14.2 Refund of Premiums

- 14.2.1** Upon cancellation of the Policy in accordance with Clause 7, We will refund to the Nominated Account any unused premium paid.

