



QBE Insurance (Singapore) Pte Ltd

Care Plus

Policy Wording

QBE INSURANCE (SINGAPORE) PTE LTD welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

“WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM YOUR POLICY.”



QBE Care Plus

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Where the Insured has made to QBE Insurance (Singapore) Pte Ltd (hereinafter called "the Company") a written proposal and declaration which together with all statements made in writing including renewal declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of:

- 1) the payment of the Premium as stipulated in the Premium Warranty Clause, and
- 2) the due observance and fulfilment of the terms and conditions of this policy or of any renewal thereof insofar as they relate to anything to be done or complied with by the Insured and/or the Insured Person, and

subject to the terms conditions exclusions and memoranda contained herein or endorsed hereon, if any of the Events referred to in the Schedule of Benefits shall happen the Company will pay the Benefit to the Insured or in the case of his death to his legal personal representative.

DEFINITIONS

In this Policy:

"Accident" means a fortuitous, unforeseen and unintended event including assault murder and felony-murder not provoked by the Insured Person, food poisoning, hijack of aircraft or exposure to natural perils, except otherwise excluded.

"Benefit" means the sum set out in the Schedule of Benefits against the relevant Event provided that no compensation stated in The Schedule Of Benefits shall be payable:

- 1) Under Event Item A or B unless the death or loss takes place within 730 days from the day of the Accident.
- 2) Under Event Items C or D in respect of any one Accident for more than 104 weeks from the commencement of the disablement.
- 3) Under Event Item C combined with Item D for an aggregate of more than 104 weeks in respect of any one Accident.

"Injury" means bodily injury to the Insured Person caused solely and directly by accidental means (excluding any sickness, disease or medical disorder).

"Death" means accidental death arising directly or indirectly by accidental means.

"Medical Expenses" means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred within one calendar year of sustaining injury and paid by the Insured Person or by the Insured in respect of the Insured Person to a legally, qualified medical practitioner, dentist, registered nurse, hospital or ambulance service of medical, surgical, X-ray, hospital or nursing treatment, including the costs of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

"Period of Insurance" means the period specified in the Policy Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a Renewal Premium.

"Permanent Disablement" means physical severance or total and irrecoverable loss of use, within 365 days from the date of Accident.

"Temporary Total Disablement" means disablement, which entirely prevents the Insured Person from engaging in his usual occupation, profession or business.

"Temporary Partial Disablement" means disablement, which prevents the Insured Person from engaging in a substantial part of his usual occupation, profession or business.

"Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which

- 1) has organised facilities for diagnosis, treatment and major surgery;
- 2) provides twenty-four hours a day nursing services by registered nurses;
- 3) is under the supervision of a physician; and
- 4) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

"Hijack" means the unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.

EXCLUSIONS

This policy does not apply to any event, which is caused directly or indirectly by, or which results from:

- 1) The Insured Person engaging in or taking part in:
 - a) professional sports
 - b) any race (other than on foot), speed-testing and/or stunts
 - c) hang gliding, parachuting, bungee jumping or other aerial activity
 - d) under-water activity involving the use of under-water breathing apparatus
 - e) military service other than peacetime reservist training
 - f) strike, riot or civil commotion
 - g) as a ship crew
- 2) Flying or any aerial activity except as passenger in a properly licensed power driven aircraft (the word 'passenger' does not include any member of the aircrew or a technician working in or upon an aircraft).
- 3) Intoxication by alcohol, intentional self-injury or suicide (whether felonious or not) or any attempt thereof while sane or insane; 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)
- 4) Childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by Accident.
- 5) Accidental bodily injury sustained after the Insured Person attains 75 years of age till the expiry of Policy Period.

SCHEDULE OF BENEFITS

The Event

Injury occurring during the period of insurance resulting solely, directly and independently of any other cause in:

A. Death

- The Capital Sum as stated in Event 1 of the Policy Schedule attached hereto

B. Permanent Disablement

- The following percentages of the Capital Sum as stated in Event 2 of the Policy Schedule attached hereto:

1) Loss of two limbs	100%
2) Loss of both hands, or of all fingers and both thumbs	100%
3) Total loss of sight of one eye or both eyes	100%
4) Total paralysis	100%
5) Complete and incurable insanity	100%
6) Injuries resulting in being permanently bedridden	100%
7) Any other injury causing permanent total disablement	100%
8) Loss of one arm between or at shoulder to wrist	100%
9) Loss of one leg between or at hip to ankle	100%
10) Loss of both feet	100%
11) Loss of foot	55%
12) Loss of sight of eye except perception of light	55%
13) Loss of lens of eye	55%
14) Loss of four fingers and thumb of one hand	70%
15) Loss of four fingers	60%
a) both phalanges	25%
b) one phalanx	25%
17) Loss of index finger	
a) three phalanges	10%
b) two phalanges	10%
c) one phalanx	10%
18) Loss of middle finger	
a) three phalanges	6%
b) two phalanges	6%
c) one phalanx	6%

19) Loss of ring finger	
a) three phalanges	6%
b) two phalanges	6%
c) one phalanx	6%
20) Loss of little finger	
a) three phalanges	4%
b) two phalanges	4%
c) one phalanx	4%
21) Loss of metacarpals	
a) first or second (additional)	3%
b) third, fourth or fifth (additional)	2%
22) Loss of toes	
a) all	20%
b) great, both phalanges	5%
c) great, one phalanx	5%
d) other than great, if more than one toe lost, each	3%
23) Loss of hearing	
a) both ears	75%
b) one ear	30%
24) Loss of speech	75%
25) Loss of use of sexual organs resulting from accidental, violent, external and visible means, subject to medical evidence, up to 25% of the Capital Sum or the sum of S\$100,000 whichever is the lesser.	

The complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss such member or members.

In the event that the injury does not come within any of the Items specified in B. hereof, the Company shall at their absolute and sole discretion make any payment of such sum to the Insured, as they deem fit.

The aggregate of all percentages payable in respect of any one Accident for any one Insured Person shall not exceed 100% of the capital sum. In the event of 100% having been paid in one or more Accidents, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% for each Accident if having been paid shall reduce the coverage by that amount from the date of that Accident until the expiration of the Policy.

C. Temporary Total Disablement

Weekly sum at the rate stated under Event 3 of the Policy Schedule attached hereto, provided that such sum does not exceed 80% of the Insured Person's current weekly earnings.

D. Temporary Partial Disablement

Weekly sum at the rate stated under Event 4 of the Policy Schedule attached hereto, provided that such sum does not exceed 50% of the amount payable under item C. above.

E. Medical Expenses (maximum any one Accident)

At the sum stated under Event 5 of the Policy Schedule attached hereto.

EXTENDED COVERAGES

1) Chinese Physician/ Chiropractor Treatment Expenses

The Medical expenses benefit is extended to include Chinese physician / chiropractor treatment expenses necessarily and reasonably incurred for treatment of Injuries other than fractures and supported by receipts from a licensed or registered Chinese physician / chiropractor / herbalist / acupuncturist for an amount not exceeding 10% of Event E - Medical Expenses or S\$750 whichever is the lesser, in respect of any one Accident per Insured Person.

2) Medical Expenses -Triple Indemnity

The indemnity limit under Event E - Medical Expenses will automatically be tripled in the event of the Insured Person being injured due to robbery. The maximum indemnity under this extension is limited to S\$15,000 for each Insured Person.

3) Accidental Hospital Income

In the event of the Insured Person being confined in a hospital as a registered in-patient for the treatment of an Injury, a daily allowance of S\$50 is payable for such period of confinement subject to a maximum period of 60 days.

4) Funeral Expenses Subsidy

The Company shall pay to the legal representative of the Insured Person a lump sum of S\$3,000 as subsidy towards the funeral expenses in addition to the Death benefit where such Death is covered by the Policy.

5) Personal Liability

The Company will indemnify the Insured Person in his personal capacity against legal liability to pay compensation in respect of bodily injury to any person and loss of damage to property occurring as a result of an accident. The Company will also pay legal costs and expenses incurred by the Insured Person with the written consent of the Company.

Provided that:

- a) The Company's total liability shall not exceed S\$100,000 any one occurrence inclusive of legal costs and expenses;
- b) The Insured Person shall not without the consent in writing from the Company make any admission, offer, promise of payment in connection with any occurrence or claim and the Company shall be entitled to take over and conduct in the name of the Insured Person the defence or settlement of any claim;
- c) The Company shall be entitled to prosecute or defend in the name of the Insured Person at its own expense and for its own benefit any claim for indemnity or damages or otherwise;
- d) The Company shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured Person shall give all information and assistance as the Company may require in the prosecution, defence or settlement of any claim.

- e) If at the time of any occurrence covered by this Policy there is any other existing insurance covering the same liability, then the Company shall not be liable to pay more than its rateable proportion of any sum payable in respect of such occurrence.

Specific Exclusion:

This Policy does not cover the following: -

- a) Legal liability arising in connection with any motor vehicle, motor cycle, licensed aircraft or sea vessel;
- b) The Insured or Insured Person's trade, business or profession;
- c) Any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement;
- d) Bodily injury (including death or illness) or loss of or damage to property to any member of the Insured Person's family ordinarily residing with the Insured Person or with whom the Insured Person ordinarily resides or to any employee of the Insured arising out of or in the course of such employment;
- e) Damage to property in the care, custody or control of the Insured Person;
- f) Any punitive and exemplary damages;
- g) Any actual or alleged liability whatsoever resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

6) Disappearance

It is agreed that in the event of the disappearance of the Insured Person for a period of one year, The Company shall in their sole discretion decide whether there is sufficient evidence and reason to believe that the accidental death of the Insured Person has occurred and if the event constitutes as a death under the policy.

In the event that the Insured Person is found to be living after the Company has made payment to the Insured Person's executor or administrators for the Insured Person's "death", the Insured Person, the Insured Person's executors or administrators shall refund the payment received to the Company.

7) Peacetime Reservist Training

This policy is extended to cover Injury sustained by the Insured Person as a result of reservist training in Singapore provided that the Company shall not be liable for any injury in consequence of declared or undeclared war or any act thereof, invasion or civil war, rebellion or insurrection.

8) Hijacking

This Policy is extended to cover injury sustained by the Insured Person as a result of the public conveyance in which he is travelling in is the subject of an act of hijack provided that the Company shall not be liable for any injury in consequence of declared or undeclared war or any act thereof, invasion or civil war, rebellion or insurrection.

9) **No Claim Bonus**

If the Policy is renewed for a period of 12 months subsequent to the first period of insurance described in the policy schedule, then at each such renewal up to a maximum of five renewals, a renewal bonus of 5% of the original capital sum selected at the inception of this policy for each of Event A and B will be added to the respective Event A and B provided that:

- a) no claim had been made under this Policy in the previous period of insurance;
- b) this policy was not terminated or cancelled at any time in the previous period of insurance;

the new capital sum shall not exceed S\$1,000,000 in the aggregate for Events A and B;

10) **Terrorism Cover**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy has been extended to include cover for Acts of Terrorism other than for loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, contributed by, resulting from or in connection with any Acts of Terrorism involving the use or release or the threat thereof any nuclear weapon or device or chemical or biological agent, regardless or any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, death, injury, illness, 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 involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

Burden of Proof:

If the company alleges that by reason of this endorsement, any loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the insured.

Acts of Terrorism

Defined for the purpose of this endorsement an Act of Terrorism means an act or threat thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

11) **Geographical Limit- Worldwide and 24 Hour Cover**

GENERAL CONDITIONS

1) **Fraud**

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this policy the Company shall have no liability in respect of such claim.

2) **Change Of Occupation**

The Insured shall give immediate written notice to the Company of any change in the Insured Person's occupation and shall pay additional premium if required.

3) **Renewal Procedure**

Before renewing this policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding period of insurance including notice of any disease physical or mental defect or infirmity affecting the Insured Person.

4) **Policy Not Assignable**

This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy. The receipt of the Insured or of his legal personal representatives shall in all cases be an effectual discharge to the Company.

5) **Claims**

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty days of any occurrence likely to give rise to a claim under the Policy a detailed statement in writing describing the occurrence shall be delivered to the Company. It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company.

The Company shall be allowed at its own expenses upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official certificate, or in the event of his/her disappearance following an accident or the total loss of a vessel or aircraft, by a court order presuming his death.

6) **Cancellation**

You may cancel this Policy by delivering to the Company a notice in writing whereupon the Company shall refund to the Insured 90% of the unexpired portion of the premium paid.

The Company may cancel this Policy at any time by giving fourteen days' written notice to the Insured. The notice may be delivered personally or posted by registered mail to the Insured's last known address. Proof of mailing shall be sufficient proof of notification.

After cancellation, a refund premium will be allowed pro-rata to the unexpired period of insurance.

7) Arbitration

All disputes arising out of this policy shall be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the Mediation Procedure for the time being in force. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration before any legal action may be taken against the Company. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Arbitration Centre. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to mediation and/or arbitration, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8) Jurisdiction

The compensation under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in Singapore.

9) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B)

A person who is not a party to this policy contract shall have no right under the Contracts (Rights Of Third Parties) Act (Chapter 53B) to enforce any of its terms.

10) Condition Precedent

The validity of this policy is subject to the condition precedent that:

- a) For the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition, or
- b) If the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) The named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) A copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the company before cover incepts.

11) Aggregate Limit

It is hereby noted and agreed that the total Company's liability shall not exceed S\$10,000,000 for all admissible claims arising from any one accident or event, regardless of whether the Insured Persons are insured herein or in any other Personal Accident and/or Personal Accident Travel policies-purchased by the Insured from QBE Singapore.

In the event that the total admitted claims for any particular insured accident or event exceeding S\$10,000,000, this amount of S\$10,000,000 shall be shared by all Insured

Persons involved in the insured accident or event in rateable proportion in accordance to the Total Capital Sum insured with QBE Singapore and each claimant shall receive a pro-rated amount.

12) Payment Before Cover Warranty (01.05.05) (Applicable to Personal Clients)

- a. Notwithstanding anything herein contained but subject to Clauses (b) and (c) 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 or bond was effected) on or before the inception date ("the inception date") of the coverage under the policy, bond, renewal certificate, cover note or endorsement.
- b. 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 or bond was effected) on or before the inception date referred to above, then the policy, bond, renewal certificate, cover note and endorsement shall not attach and no benefits whatsoever shall be payable to the company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the policy, bond, renewal certificate, cover note and endorsement.
- c. In respect of insurance 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.

13) Premium Payment Warranty (01.05.05) (Applicable to Corporate Clients)

- a. Notwithstanding anything herein contained but subject to Clause (b) hereof. It is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the company (or the intermediary) through whom this policy was affected) within 60 days of the:
 - (i) Inception date of the coverage under the policy, renewal certificate or cover note; or
 - (ii) Effective date of each endorsement, if any, issued under the Policy, renewal certificate or cover note.
- b. In the event that any premium due is not paid and actually received in full by the company (or the intermediary through whom this Policy was affected) within the 60-day period referred to above, then:
 - (i) The cover under the policy, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said 60-day period;
 - (ii) The automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (iii) The company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.

- c. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the company (or the intermediary through whom this policy was effected) within the period of insurance.

14) Free-Look Period

It is hereby noted and agreed that the "Free-Look Period" appearing under the General Conditions And Exclusions item (19) of this policy is applicable to new individual policy only.

All other terms and conditions remain unchanged.

15) Policy Owner's 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 QBE servicing agent I broker or visit the GIA I LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

GENERAL EXCLUSIONS

1) Absolute Asbestos Exclusion (Applicable to Liability Covers)

This policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatsoever form or quantity.

This endorsement shall prevail over any other asbestos exclusions stated in this Policy.

2) Electronic Data Exclusion (Applicable to Liability Covers)

This policy does not cover claims arising directly or indirectly from:

- a) communication, display, distribution or publication of Electronic Data, provided that this clause (a) does not apply to Bodily Injury resulting therefrom;
- b) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
- c) error in creating, amending, entering, deleting or using Electronic Data;
- d) total or partial inability or failure to receive, send access or use Electronic Data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

- 3) War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, rebellion, revolution or usurped power.

- 4) Ionizing, radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, any weapon or devices employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- 5) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the Insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

6) Sanctions Exclusion

The Company shall not provide cover nor 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 the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to the European Union, United Kingdom and United States Of America.

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PANPAC005-Q-1015