



**Enjoy greater flexibility and  
treatment options for the best  
recovery**

## **proMediCash**

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.

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## Introduction

1. This is a hospital income policy and benefits will only be payable if You are Confined in the Hospital as a result of an Illness or Accident occurring during the Period of Insurance. The benefits described below are subject to maximum limits or to a deductible. Please check the Policy Schedule for details. Benefits are payable only if the insured event affects an Insured Person while he/she is covered under this Policy.
2. Please read this Policy carefully to make sure You understand it. If You have any questions about this insurance, please call or write to Us. Contact details are shown both in this Policy and Your Policy Schedule.
3. Please inform Us immediately of any change in Your address and of any other change affecting You which requires an alteration to the Policy.
4. In the event where You may be entitled to receive a benefit under this Policy, please let Us know as quickly as possible, but in any event not exceeding 30 days from occurrence of the event. This must be done in writing, addressed to Us, and evidenced by an acknowledgement from Us. We should point out that delays in notification could affect the validity of Your claim. Notification to Your insurance intermediary will not be regarded as notification to Us.

## General Provisions

### 1. The Contract

- a) This Policy sets out the terms and conditions of a contract of insurance between Liberty Insurance Pte Ltd from here on referred as the "Company" and You, also known as Insured or Insured Person(s)

- b) We will provide the insurance to You according to the terms set out in this Policy, provided You pay the premium when due and We agree to accept it. The general conditions which appear in this Policy or in any Endorsement form part of the contract and must be complied with
- c) It is important that You:
  - i) read the whole Policy to make sure that You understand the protection You have just bought; and
  - ii) are aware of the limits on the amounts We will pay You

### 2. Interpretation

- a) This Policy including Your proposal form, attached forms and papers, declarations, digital transmissions of declarations, Schedule and any Endorsement and amendment, printed or via electronic mail, shall be read together as one contract and any one word or expression to which a specific meaning has been attached, shall, unless the context otherwise requires, bear that specific meaning wherever it may appear
- b) No change in this Policy shall be valid unless approved by Us and evidenced by an Endorsement reflecting the amendment on the Policy by Us

### 3. Duty of Disclosure

- a) The accuracy of the information provided over the phone, via digital transmissions, or electronic mail, or in Your proposal form will form the basis of and be part of the contract. Before You enter into the insurance contract and during the Period of Insurance, You must tell Us every material information You know or could reasonably be expected to know which will affect Our decision on the coverage and the terms of the insurance. If You are uncertain about whether a fact is relevant or not, You must tell Us about it. We will



acknowledge receipt of acceptance of material information by stating these on the Policy Schedule. If You do not provide this information to Us, We may:

- i) reduce the amount payable for the claim under this Policy; or
  - ii) refuse to pay the claim that may arise; or
  - iii) cancel Your insurance Policy from inception
- b) Material information will include but not limited to: Insured Person's previous claim history and insurance records, age, occupation, health and physical impairments, disease and Illness

and Your spouse up to Age sixty-nine (69) subject to Our approval. To be eligible for cover, all Insured Persons must be Residents of Singapore who are Permanently Residing in Singapore

- ii) "Residents of Singapore" means Singapore Citizens and Permanent Residents
- iii) "Permanently Residing" means residing permanently in Singapore during the Period Of Insurance but with the liberty to travel outside Singapore for a period not exceeding ninety (90) days at a time

#### 4. Eligibility and Scope

##### a) Eligible Person(s)

- i) To be eligible for cover under this Policy, You or Your spouse must be of Age between eighteen (18) and sixty (60) years old. The eligible Age for Dependents Child/Children is from six (6) months to seventeen (17) years old, or up to twenty-five (25) years old, if they are still enrolled in an educational institution on full-time higher education. We may continue to renew cover for You

##### b) Geographical Scope and Time Limits

- i) This Policy covers an Insured Person who is Permanently Residing in Singapore for twentyfour (24) hours unless otherwise amended or endorsed under this Policy
- ii) This Policy covers an Insured Person outside Singapore, on a worldwide basis, provided that the maximum period an Insured Person is outside Singapore is not more than ninety (90) days at a time

### General Definitions

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

Term	Meaning
1. Accident/Accidental	An event or occurrence which is unintended, sudden, fortuitous and unforeseen
2. Age	The age at next birthday
3. Confined/Confinement	Admitted to a Hospital for a continuous uninterrupted period of at least twenty-four (24) hours upon the advice of and under the regular care and attendance of a Physician and for which the Hospital makes a charge for room and board.
4. Company	Liberty Insurance Pte Ltd



Term	Meaning
5. Dependent Child/Children	<p><b>a)</b> An unmarried and unemployed child of Age between six (6) months to seventeen (17) years; or</p> <p><b>b)</b> An unmarried and unemployed child of Age between eighteen (18) and twenty-five (25) years of age if he/she is enrolled in an educational institution on full-time higher education</p>
6. Endorsement	An amendment to this Policy by an authorised person of the Company. Intermediary(ies) of the Company are not authorized to make any amendment
7. Effective Date	The commencement date of insurance as specified in the Policy Schedule or Endorsement
8. General Practitioner/Physician	A person (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed or registered to practise western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
9. Hospital	<p>An establishment duly constituted and registered subject to the applicable national laws and regulations as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:</p> <p><b>a)</b> has organized facilities for diagnosis, treatment and major surgery</p> <p><b>b)</b> provides twenty-four (24) hours a day nursing services by registered graduate nurses</p> <p><b>c)</b> is under the supervision of one or more Physicians at all times; and</p> <p><b>d)</b> is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home, or a home for the aged, or similar establishment</p>
10. Illness	A physical condition marked by a pathological deviation from normal health state
11. Infectious Disease	<p>Confirmed diagnosis by a Physician using internationally accepted medical diagnostic criterion, with acceptable clinical and laboratory evidence for the following:</p> <p><b>a)</b> Avian Influenza</p> <p><b>b)</b> Chikungunya Fever</p> <p><b>c)</b> Dengue Haemorrhagic Fever</p> <p><b>d)</b> Hand, Foot and Mouth Disease</p> <p><b>e)</b> Influenza Type A H1N1</p> <p><b>f)</b> Japanese Viral Encephalitis</p> <p><b>g)</b> Malaria</p> <p><b>h)</b> Nipah Viral Encephalitis</p> <p><b>i)</b> Rabies</p> <p><b>j)</b> Severe Acute Respiratory Syndrome (SARS)</p>



Term	Meaning
12. Injury	Bodily injury sustained by an Insured Person during the Period of Insurance and is caused by an Accident solely and independently of any other causes within twelve (12) calendar months from date of such Accident.
13. Insured/Insured Person(s)	The person/persons as named in the Policy Schedule.
14. Intensive Care Unit (ICU)	A specialized department of a Hospital that provides intensive care medicine or critical care medicine for patient who are faced with life threatening medical emergency. High Dependency Unit (HDU)/Coronary Care Unit (CCU) is not considered as Intensive Care Unit
15. Nuclear, Chemical, Biological Weapon	<ul style="list-style-type: none"> <li>a) This means use of Nuclear, Chemical or Biological agents, device, emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous for the purpose of destruction</li> <li>b) Nuclear weapon or device means device such as bomb or warhead whose explosive and destructive power derives from the release of nuclear energy</li> <li>c) Chemical agent means any compound which when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property</li> <li>d) Biological agent means any pathogenic (disease producing) micro-organism(s) and or biologically produced toxin(s) (including genetically modified organism and chemically synthesized toxin) which cause illness and/or death in humans, animals or plants</li> </ul>
16. Pre-Existing Condition	<p>Any Injury, illness, disease or conditions which, prior to the Effective Date of this Policy,</p> <ul style="list-style-type: none"> <li>a) had manifested itself, worsened, became acute, or developed symptoms for which an ordinary prudent person would have sought medical advice, diagnosis, care or treatment, or</li> <li>b) had been diagnosed, treated, hospitalised, recommended for treatment, or treated by a Physician, which requires the Insured Person to be hospitalised or take prescribed drugs or medicine</li> </ul>
17. Policy Schedule/The Schedule	The Schedule issued to Insured and forming part of the contract of this insurance Policy
18. Plan	The plan selected by Insured at time of application and as set out in the Policy Schedule.
19. Period of Insurance	The period of cover shown in the Policy Schedule and for any following period, for which cover is extended by mutual agreement.



Term	Meaning
20. Reasonable and Customary Changes	Charges for medical care which do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Illness or Injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. In Singapore, Reasonable and Customary Charges shall be deemed to be those laid down in the Singapore Medical Association's Schedule of Fees.
21. Terrorism	Means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).
22. We/Our/Us	Liberty Insurance Pte Ltd
23. You/Your	The Insured Person(s) as named on the Policy Schedule.

## 1. Benefits

The Company will pay the following benefits, depending on the Plan chosen, up to the respective limits specified in the Policy Schedule or Endorsement, subject to the terms and conditions of this Policy.

In respect of Sections 1 to 4 of the Policy, the Company shall only be liable to pay compensation under one of the Sections for each day that the Insured Person is Confined to the Hospital. The maximum period which the Company will pay under Sections 1 to 4 for the same Injury or Illness is 500 days.

### Section 1 – First Day Hospital Income Benefit

If an Insured Person is Confined to the Hospital as a result of Illness or Accident, the Company will pay a First Day Hospital Income Benefit as specified in the Policy Schedule. This benefit will only be payable on the first day of Confinement.

### Section 2 – Daily Hospital Income Benefit (Due to illness)

If an Insured Person is Confined to the Hospital as a result of Illness, the Company will pay a Daily Hospital Income Benefit up to a maximum period as specified in the Policy Schedule.

### Section 3 – Daily Hospital Income Benefit (Due to Accident)

If an Insured Person is Confined to the Hospital as a result of an Accident, the Company will pay a Daily Hospital Income Benefit up to a maximum period as specified in the Policy Schedule.

### Section 4 – ICU Daily Hospital Income Benefit

If an Insured Person is Confined in the Intensive Care Unit (ICU) of the Hospital as a result of an Illness or Accident, the Company will pay the ICU Daily Hospital Income Benefit up to a maximum period as specified in the Policy Schedule.



### Section 5 – Get Well Benefit

If the Insured Person has been Confined in a Hospital for a period of seven (7) consecutive days as a result of Illness or Accident, the Company will pay him/her the Get Well Benefit as specified in the Policy Schedule.

The maximum liability of the Company shall not exceed S\$1,500 during any one Period of Insurance.

### Section 6 – Lodger Benefit

Accommodation charges incurred by a companion of an Insured Person whom is treated for Illness or Accident at a Hospital and the treating Physician has advised in writing that a companion should remain with the Insured Person. The Company will reimburse the Lodger Benefit incurred up to the amount and number of days as specified in the Policy Schedule. The maximum liability of the Company shall not exceed S\$1,500 during any one Period of Insurance.

### Section 7 – Inconvenience Benefit due to Quarantine

If the Insured Person is placed under quarantine by order of the local government or relevant health authority(ies), the Company will pay a daily amount up to a maximum period as specified in the Policy Schedule.

No Payment shall be made:

1. for quarantine which takes place in any facilities which are not solely designated by the local authorities as a quarantine location
2. unless the original notice of the quarantine order issued by the local government or relevant health authority(ies) is submitted to Us for verification

### Section 8 – Transport Reimbursement

The Company will reimburse the Insured Person for taxi fare or ambulance cost incurred up to the amount and the number of visits specified in the Policy Schedule within ninety (90) days from the date of discharge from the Hospital. The Company shall not be liable for more than fifteen (15) visits

during any one Period of Insurance.

## 2. Extensions

The Company shall extend to cover Confinement in Hospital as a result of the followings:

### 1. Infectious Disease

Illness a result of an Infectious Diseases is covered under the terms of this Policy.

### 2. Terrorism

- a) Injury sustained as a result of an act of Terrorism involving the use of Nuclear, Chemical and Biological Weapon, will be covered under the terms of this Policy
- b) We will not pay if the act of Terrorism is committed by any of the Insured Person(s) or any others related to the Insured Person(s) whether acting alone or in collusion with others

### 3. Accidental Miscarriage

Injury resulting in accidental miscarriage which is not due to any natural causes, or sickness related to pregnancy or childbirth.

### 4. Motor Cycling

Injury sustained from riding as a pillion or rider on a motor cycle, wearing proper safety helmet, and not engaging in racing, practice race, time trial, reliability trial, speed or duration testing, hill climbing, off road riding and riding of similar nature, will be covered under the terms of this Policy.

### 5. Unscheduled Flight

Injury sustained whilst You are traveling as a passenger, not as an operator or crew member, in a properly licensed private aircraft as part of a business air travel, is covered under the terms of this Policy.

### 6. Hijack and/or Kidnap

Injury sustained as a direct result of hijack and/or kidnap involving unlawful seizure, or exercise of control by force or violence, or by





threat of force or violence, with wrongful intent of an aircraft, vessel or Public Conveyance, and which You are a victim, or hostage of kidnap, not a provocateur, will be covered under the terms of this Policy.

We will not pay if the hijack and/or kidnap is by one of the Insured Person(s) or any others related to the Insured Person(s) whether acting alone or in collusion with others.

#### **7. National Service Full-Time and Reservists Training**

a) If the Insured Person is required to serve Full-Time National Service (under Section 12 of the Enlistment Act Cap.93 of the Republic of Singapore) on or after the commencement of the Period of Insurance, the Policy extends to cover the Insured Person once he is officially off-duty or has officially signed out from the military camp. However, any claims relating to or in connection with or arising directly or indirectly from FullTime National Service duty are excluded from the Policy

b) Injury sustained by the Insured Person while or during the course of serving Reservist duty within Singapore (under Section 14 of the Enlistment Act Cap.93 of the Republic of Singapore), will be covered for up to 40 days under the terms of this Policy. We will not be liable for any Injury caused directly or indirectly as a result of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

#### **8. Strike, Riot and Civil Commotion**

Injury sustained as a direct result of Strike, Riot and Civil Commotion will be covered under the terms of this Policy provided that the Insured is not an active/direct participant of such activities or the Injury does not arise

out of or in connection with the Insured's collaboration or provocation of such act.

### **Exclusions**

The Company will not compensate for Confinement in Hospital as a result of the following:

1. Treatment of any Illness or Infectious Disease occurring within thirty (30) days from the first commencement of cover for the Insured Person under this Policy
2. Any Accident to an Insured Person which arises in the course of his/her occupation, if his/her occupation falls within the following categories or involves the following activities: air crew, ship crew, professional sportspersons, professional diver, oil-rig platform and/or offshore work, fire-fighting, police, naval, military, airforce service or operations (other than whilst serving Reservist duty within Singapore and FullTime National Serviceman once he is officially off-duty)
3. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military, or usurped power
4. Any Pre Existing Condition
5. AIDS (Acquired Immunization Deficiency Syndrome), ARC (AIDS Related Complex), HIV (Human Immunodeficiency Virus) infection & all diseases caused by and/or related to the HIV virus
6. Venereal or sexually transmitted diseases, communicable or infectious diseases, bacterial or viral infections even if contracted by accident. This excludes bacterial infection that is the direct result of an accidental cut or wound



7. Treatment relating to congenital conditions or deformities, pregnancy, childbirth, caesarean, abortion, miscarriage, birth control, sterilization, contraception, infertility, varicocele, impotence or erectile dysfunction, sexual dysfunction and sex change
8. Treatment arising from any psychiatric, geriatric or psychogeriatric conditions, mental defect or infirmity, stress, anxiety, depression, nervous or sleep disorder including sleep apnoea
9. Treatment relating to dental or oral care, obesity, weight reduction or improvement
10. Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, provided that this exclusion does not apply to reconstructive surgery if:
  - a) it is carried out to restore function or appearance after an Accident (provided that the Accident occurred while the Insured Person was covered under this Policy); and
  - b) it is done at a medically appropriate stage after the Accident
11. Confinement in Hospital primarily for routine health check, diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health or any treatment or investigation of a preventive nature, vaccinations, acupuncture or any treatment which is not medically necessary
12. Effect or influence of alcohol or drugs not prescribed by a qualified medical practitioner and the effect or influence of drugs prescribed by a qualified medical practitioner for the treatment of drug addiction
13. Any unlawful or intentional act of an Insured Person, or his/her willful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane
14. Ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component, except if due to an act of Terrorism
15. Flying or other aerial activity except as a fare-paying passenger, not as an operator or crew member, in a properly licensed aircraft operated by a licensed commercial air carrier or recognized charter company; or as passenger, not as an operator or crew member in a properly licensed private aircraft, as part of a business air travel
16. The Insured Person participating in any professional sports, deep sea diving utilizing hard helmet with air hose attachments, any kind of speed contest or racing (other than on foot), motor rallies, hunting, potholing, parachuting, sky diving, competitive snow or ice sports, caving, or hang gliding
17. The following except undertaken on a leisure basis will not be covered: bungee jumping, ballooning, mountaineering or rock climbing necessitating the use of guides
18. The Insured Person participating in any sports or activities in a professional capacity from which he or she could earn an income or remuneration

## Conditions

### 1. Confinement For Same Injury/Illness

When there are two (2) or more periods of Confinement arising from the same or related Injury or Illness (including any complications arising therefrom), these will be deemed as one Confinement for purpose of computing the benefits under the Policy unless such



periods of Confinement are separated by a minimum six (6) consecutive months.

## 2. Liability

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

- a) fails to fully and truthfully disclose to Us, all material information known (or which could reasonably be expected to be known), before inception of this Policy, during the Period of Insurance, and upon each renewal
- b) fails to properly observe and fulfill the terms and conditions of this Policy
- c) makes any untrue statement
- d) omits, suppresses or incorrectly states any material information affecting the risk
- e) makes any claim that is fraudulent or exaggerated, or makes any false declaration or statement in support of a claim. The Company reserves the right to recover from You any amounts that may have already been paid out

## 3. Changes in Circumstances

If there is any change in circumstances affecting the risk, You must give Us immediate written notice and pay any additional premium that We may require. In particular, You must notify Us of any changes in occupation/business or Country or Residence of any Insured Person. If You do not provide this information to Us, We may:

- a) reduce the amount payable for the claim under this Policy; or
- b) refuse to pay the claim that may arise; or
- c) cancel Your insurance Policy from inception

## 4. Misstatement of Age

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

## 5. Policy Renewal

This Policy is renewable at Our option, subject to underwriting requirements being fulfilled and at the premium rates determined at that time by Us. An application for change of benefits to a different plan can only be made at renewal and is subject to Our acceptance at that time. Where at renewal a request is made to hold cover, the maximum period that cover can be held will be fourteen (14) days. If at the end of this period the Policy is cancelled or lapsed for any reason whatsoever, You must pay Us a premium for the number of days the cover was held which will be calculated pro-rata on the renewal premium subject to minimum premium of S\$25 + GST.

## 6. Taking Precautions

You and all Insured Persons must at all times take reasonable precautions to prevent accidents, loss or damage.

## 7. Automatic Termination

Cover under this Policy for any particular Insured Person shall automatically terminate on the earliest happening of the following events:

- a) on the death of such Insured Person; or
- b) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy; (provided that if an Insured Person satisfies the age eligibility requirements at the commencement of a Period of Insurance, his/her cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance); or
- c) Upon being convicted of a criminal act



## 8. Cancellation/Termination of Cover

- a) You have the right to cancel this Policy at any time by giving written notice to Us. If no claims have been made during the current Period of Insurance, We will grant You a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST
- b) You have the right to terminate cover for any Insured Person at any time by giving Us written notice, and upon such termination, You will be granted a prorated refund of the premium paid in respect of that Insured Person corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST
- c) We have the right to cancel this Policy or any Section of part of it by giving You thirty (30) days' written notice, and upon cancellation You will be granted a prorated refund of the total premium paid corresponding to the unexpired Period of Insurance

## 9. Right to Return Policy/Free Look

In the event that You are not satisfied with the Policy for any reason and there are no claims on the Policy, it may be returned to Us for cancellation with effect from inception, within fourteen (14) working days after receipt of the Policy by You. Any premium billed will be refunded without interest. This right to return Policy is applicable only to newly incepted policies.

## 10. Payment of Benefits

Any benefit payable under this Policy shall be paid to the Insured Person or to the Insured Person's legal representative or estate. Any payment made by Us in accordance with this condition shall in all cases finally and completely discharge Us of all Our liability

## 11. Expenses Covered by Other Sources

If the Insured Person has any other insurance in force or is entitled to reimbursement from any other source in respect of the same Illness or Accident or expense, the Company will only be liable for the excess of the amount recoverable from such other insurance or source. This condition is applicable to only Section 6 and 8.

## 12. Claim Procedures

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



unless the claim is proved to be invalid, in which case We shall be entitled to recover all the expenses so incurred from You

### **13. Legal Proceedings**

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

### **14. Mediation/Arbitration**

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

### **15. Applicable Law**

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

### **16. Contract (Rights of Third Parties) Act**

A person of any entity who is not a party to this Policy shall have no right under the Contracts

(Rights of Third Parties) Act 2001 to enforce any of its terms

### **17. Assignment**

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

### **18. Alterations**

We reserve the right to amend the terms and provisions of this Policy, and such amendment will be applicable from the effective date of such amendment. No alteration to this Policy shall be valid unless approved in writing by an authorized person of the Company and reflected in an endorsement. Intermediary(ies) of the Company have no authority to amend or to waive any of the terms and conditions of this Policy

### **19. Currency Exchange Rates**

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

### **20. Clerical Error**

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

### **21. Subsisting Insurance**

An Insured Person may only be covered under one proMediCash Policy. Should an Insured Person try to obtain cover under more than one Policy, cover will only be effective under the Policy with the earliest issue date and the Insured Person shall not be covered under any other Policies issued subsequently, and any premiums paid under such policies shall be refunded without interest.

### **22. Payment Before Cover Warranty (Individual)**

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 was effected) on or before the inception date ("the inception date") of the coverage under the Policy, 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 was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, 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

