



# Personal Accident Policy

Important. Please read and keep it safe.



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## Guide to your Aviva Personal Accident Policy

# Your Aviva Personal Accident Policy

Please read this policy and **Your Schedule** carefully to make sure that **You** have the cover **You** need. **You** should contact **Us** at 6827 9966 immediately if any details are not correct. The **Schedule** sets out the cover **You** have chosen. It is proof of **Your** insurance and **You** may need it if **You** want to make a claim.

## The contract of insurance

This policy is a contract of insurance between **You** and **Us**. **You** should read this policy, the information **You** have provided and the **Schedule** together. These documents form the contract of insurance between **You** and **Us**. In return for the correct premium **You** paid, **We** will provide the cover shown in **Your Schedule** for any covered event occurring during the period of insurance indicated on it as long as cover has not been terminated or cancelled.

## Governing law

The law of the Republic of Singapore will apply to this contract.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and any other information relating to this contract will be in English.

Please make sure that **You** read **Your** policy carefully. **You** may not receive any cover or cover may be reduced if **You** do not comply with the policy conditions.

## Cancellation rights

If **You** wish to cancel **Your** policy, any cancellation can only take effect on or after the date **We** receive the cancellation request from **You**.

**You** have the right to cancel **Your** policy without penalty within the free-look period, which is 14 calendar days from the date of receipt of **Your** policy document.

If **You** wish to do so, **You** will be entitled to a full refund of the premium paid and all benefits under the policy are forfeited. This is not applicable when **You** renew **Your** policy.

Alternatively, if **You** wish to cancel **Your** policy after the free-look period, **You** will be entitled to a refund of the premium paid pro-rated based on the period **You** have paid for but not received cover.

Please note that all refunds will be credited back to the original payment mode within 14 working days.

**You** will not be entitled to any cancellation refund if **You** have made a claim or there has been an incident likely to give rise to a claim.

To cancel **Your** policy, **You** may contact **Us** at 6827 9966.

**We** may cancel this policy by sending 7 days written notice to **Your** last known address. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered.

## Mode of Communication

**We** will send any correspondence based on **Your** latest contact details known to **Us** and any proof of sending by **Us** would be deemed as receipt by **You**.

## Administration Charge

**We** reserve the right to apply an administration charge (which is subject to GST) for any adjustments **You** make to **Your** policy.

# Definitions

The words or phrases below have the following meanings wherever they appear in bold font with the first letter capitalised in this policy document in singular, plural or any tense.

## Accidental

Sudden, unforeseen and unexpected.

## Accidental Death

Death by or as a result of an **Accident**.

## Accidental Injury

Any physical harm done to **Your** body during the **Policy Year**, caused solely and directly by an **Accident**, and independently of any other cause, within 365 days from the date of **Accident**. This excludes all medical conditions, illnesses, diseases, sickness, bacterial and viral infections, even if such conditions resulted from, or were in any way connected with, the **Accident**.

## Accident

An **Accidental** incident occurring via **Accidental**, involuntary, violent, external and visible means causing **Your** death, disablement or **Accidental Injury** that is not a result of a symptom of any medical condition, illness, disease, infirmity, sickness, bacterial or viral infection.

## Age

Age at the last birthday.

## Child(ren)

**Your** natural or legal child(ren) who is/are either

- Aged between 15 days and 18 years; or
- Aged between 19 and 25 years and
  - (i) not married; and
  - (ii) a full-time student in a recognised tertiary institution; and
  - (iii) dependent on You for his or her maintenance support.

## Close Relative

**Your** mother, father, sister, brother, legal partner or partner who lives with You, fiancé(e), daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, cousin, nephew, niece, legal guardian or foster child.

## Doctor

A registered practising member of the medical profession with a recognised degree in western medicine who is authorised to practise in his country but who is not related to **You** or any of **Your Close Relative**. This excludes medical professionals practising complementary or alternative medicine such as Chiropractors, Ayurveda, Homeopathy, Naturopathy and Traditional Chinese practitioners.

## Due Date

Date on or before which each instalment payment is to be received by **Us**, after which **Your** policy will be cancelled if **We** do not receive the payment.

## Hospital

An establishment duly licensed and constituted as a medical or surgical hospital for the care and treatment of sick and injured people as bed-paying patients in the geographical area in which it is located and

- (i) Provides facilities for diagnosis, treatment and surgery;
- (ii) Provides 24-hour nursing services by registered graduate nurses;
- (iii) Is supervised by a full-time staff of **Doctors** at all times; and
- (iv) Is not primarily a clinic, mental hospital or institution, rehabilitation centre, a place for custodial care, a spa, a facility for alcoholics or drug addicts, a hydroclinic, a nursing or rest or convalescent home, a home for the aged or the like; and
- (v) Does not include any similar ward or units within a hospital which provide any of the services listed in (iv) above.

Illness	A physical condition contracted marked by a pathological deviation from the normal healthy state.
Limb	A hand at or above the wrist or a foot at or above the ankle joint.
Loss	Complete, irrecoverable and permanent loss of use or loss by complete physical severance caused by an <b>Accident</b> .
Occupation Class	<b>Your</b> occupation class as detailed on <b>Your Schedule</b> .
Spouse	Legal husband or wife named in the <b>Schedule</b> of the policyholder.
Percentage of Sum Assured	The percentage, indicated in the last column of the schedule of compensation in Section 1, of the applicable limit detailed on the Summary of Cover at the time of <b>Accident</b> .
Permanent Disablement	<p>A state of incapacity</p> <ul style="list-style-type: none"> <li>→ caused by <b>Accidental Injury</b> sustained by <b>You</b>; and</li> <li>→ medically certified by <b>Our</b> appointed <b>Doctor</b> as having no hope of improvement; and</li> <li>→ occurring within 365 days from the date of <b>Accident</b>; and</li> <li>→ falling into any one of the events listed in the schedule of compensation under Section 1; and</li> <li>→ impairing the physical ability of <b>You</b> to perform any activity that <b>You</b> were able to perform before the <b>Accident</b> for the remainder of <b>Your</b> life.</li> </ul>
Policy Year	The period of 12 months starting from the date indicated by FROM on <b>Your Schedule</b> or each further consecutive 12-month period for which the policy remains valid.
Schedule	The document which displays details of the cover <b>You</b> have.
Terrorism	The use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including harm or damage by nuclear and/or chemical and/or biological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
Third Party	Any person or legal entity not named on <b>Your Schedule</b> .
Total and Permanent Disablement	<p>A state of incapacity</p> <ul style="list-style-type: none"> <li>→ caused by <b>Accidental Injury</b> sustained by <b>You</b>; and</li> <li>→ continuing for a period of 365 days; and</li> <li>→ medically certified by <b>Our</b> appointed <b>Doctor</b> as total, permanent and having no hope of improvement beyond 365 days; and</li> <li>→ occurring within 365 days from the date of <b>Accident</b>; and</li> <li>→ entirely preventing <b>You</b> from engaging in or giving attention to any and every kind of work to earn or obtain wages, compensation or profit for the remainder of <b>Your</b> life.</li> </ul>
We, Us, Our	Aviva Ltd (unless otherwise shown for any policy section).
You, Your, Yourself	The person (or people) named in <b>Your Schedule</b> .

# Important Information

Please read this information carefully:

This is not a general health insurance policy:

- (a) It covers **You** if **You** suffer from death, **Permanent Disablement** or any **Accidental Injury**.
- (b) **We** do not cover any payment which does not fall within the events insured under the terms of this policy.

## Period of Insurance

Cover will only apply for **Accidents** occurring on or after the FROM date as indicated on **Your Schedule** and before the effective date of cancellation or lapsation of the policy, whichever is earlier, provided **You** have duly paid any required premium.

The cover under this policy ends automatically

- upon death of the policyholder named on **Your Schedule**.
- for any insured person remaining outside of Singapore for a period exceeding 182 days in a year.
- for the policyholder or his/her **Spouse** on his/her 71st birthday.
- for the **Spouse** once he/she is divorced from the policyholder.
- when any premium due is not paid in accordance with General Condition 5.

## Policy limits

Each section of **Your** policy has a maximum amount **We** will pay under that section. Some sections also include other specific limits, for example, for the maximum **We** will pay in any one **Policy Year** in total.

## Reasonable care

**You** need to take reasonable care to protect **Yourself** as **You** would if **You** were not insured.

## Changes we need to know about

Please tell **Us** immediately if there are any changes to **Your** circumstances which may affect this insurance including:

- **You** remaining outside of Singapore for more than 182 days in a year.
- Change in **Your** country of residence.
- Change in any of **Your Occupation Class(es)**.
- **You** having more than 12 demerit points on **Your** driving license and/or **Your** driving license being revoked or suspended in the last 3 years.
- **You** being compounded or charged in court for any non-traffic offence or having criminal convictions.
- **You** being refused accident, financial protection, health, life or medical insurance, imposed with special conditions or having your policy cancelled or terminated.

This could result in **Your** policy being declared void, additional premium being payable by **You** and/or further conditions being imposed on **Your** cover under the policy.

If **You** fail to do so, **Your** claim may be affected.

# Important Information

## Leisure and sports activities

Please note that **Your** policy automatically covers **You** for all the following activities if **You** take part in them on a recreational basis:

Archery (under supervision)	Badminton	Beach cricket	Football and volleyball
Bowls	Canoeing	Kayaking and rafting (grades 1 & 2 only)	Clay-pigeon shooting (under supervision)
Curling	Cycling (no bicycle motor cross, mountain biking or racing)	Fell walking	Fencing (protective gear must be worn)
Fishing (no deep sea fishing)	Golf	Hiking (up to 2,000 metres altitude)	Hill walking (up to 2,000 metres altitude)
Horse riding/hacking (no hunting, jumping or polo)	Hot air ballooning (passenger only and organised through <b>Your</b> tour operator)	Parascending (over water)	Pony trekking
Racquetball	Rambling (up to 2,000 metres altitude)	Roller blading or skating (protective gear must be worn)	Rounders
Rowing (inland waters only)	Safari (camera only and organised through <b>Your</b> tour operator)	Snorkelling	Squash
Swimming	Table tennis	Tennis	Trampolining
Trekking (up to 2,000 metres altitude)	Tug of war	Water polo	

## Important notes

If **You** take part in leisure or sport activities that are not listed above, **You** will not be covered under any section of this policy for any consequence whatsoever, caused by, in connection with or which is the direct or indirect result of participating in the activity, whether or not such consequence has been contributed to by any other cause or event.

This policy does not cover **You** while **You** are taking part in any leisure or sport activities:

- Either as a professional or where **You** receive any financial reward or gain.
- Where **You** are competing in or practising for speed or time trials, sprints or racing of any kind unless as agreed by **Us** in writing.

# Summary of cover and limits

Policy feature	Maximum amount payable per named insured adult		
	Plus	Standard	Lite
<b>Personal Accident Cover</b>  <b>Accidental Death and Permanent Disablement</b> Pays in accordance with the schedule of compensation under Section 1 of the policy for any <b>Accidental Injury</b> leading directly to death or <b>Permanent Disablement</b> within 365 days of the <b>Accident</b> .	S\$300,000	S\$200,000	S\$100,000
<b>Medical Expenses for Accidental Injury</b> Reimburses for treatment of your <b>Accidental Injury</b> at a <b>Hospital</b> or by a <b>Doctor</b> .  Includes cover for treatment by a registered Traditional Chinese physician or chiropractor at the following sub-limits:	S\$5,000  S\$1,000	S\$4,000  S\$750	S\$3,000  S\$500
<b>Daily Hospital Allowance (up to 30 days)</b> Pays for each complete 24-hour period that <b>You</b> are confined as an in-patient at a <b>Hospital</b> for the sole purpose of treatment of <b>Your Accidental Injury</b> .	S\$200/day	S\$100/day	S\$50/day
<b>Personal Liability</b> Reimburses for any <b>Accidental</b> bodily injury or damage to third party property caused by <b>You</b> .	S\$300,000	S\$200,000	S\$100,000

Optional benefits (applicable if shown on Your Schedule)	Maximum amount payable per named insured adult
<b>Weekly Temporary Disablement Benefit (up to 104 weeks)</b> Pays for each complete 7-day period that you remain continuously disabled due solely and directly to <b>Your Accidental Injury</b> and unable to attend to more than 50% of the normal duties of <b>Your</b> gainful employment.	Up to S\$200/week (as indicated on your policy <b>Schedule</b> )
<b>Mobility Aid and Ambulance Services Reimbursement</b> Reimburses for mobility aid prescribed by <b>Your Doctor</b> and any necessary ambulance services incurred as a sole and direct result of <b>Your Accidental Injury</b> .	S\$2,000



# Accidental Death and Permanent Disablement

If **You** sustain an **Accidental Injury** that leads directly to **Your** death or **Permanent Disablement** within 365 days of the **Accident**, **We** will cover **You** in accordance with the percentages specified in the following schedule of compensation:

		Percentage of Sum Assured per insured person (%)
<b>A</b>	<b>Accidental Death</b>	100
<b>B</b>	<b>Permanent Disablement</b>	
1	Total and Permanent Disablement	100
2	Any other <b>Accidental Injury</b> causing <b>Your</b> total paralysis or causing <b>You</b> to be permanently bedridden	100
3	A. <b>Loss</b> of sight of one or both eyes B. <b>Loss</b> of sight except for perception of light of one eye, each C. Irreplaceable <b>Loss</b> of lens of one eye, each	100 50 50
4	<b>Loss</b> of one or two <b>Limb(s)</b>	100
5	<b>Loss</b> of one <b>Limb</b> and <b>Loss</b> of sight of one eye	100
6	A. <b>Loss</b> of four fingers and thumb of one hand B. <b>Loss</b> of four fingers C. <b>Loss</b> of thumb - both phalanges - one phalanx only D. <b>Loss</b> of index finger - three phalanges - two phalanges only - one phalanx only E. <b>Loss</b> of middle finger - three phalanges - two phalanges only - one phalanx only F. <b>Loss</b> of ring finger - three phalanges - two phalanges only - one phalanx only G. <b>Loss</b> of little finger - three phalanges - two phalanges only - one phalanx only	50 40 25 10 15 8 4 10 4 2 10 4 2 7 3 2
7	A. <b>Loss</b> of all toes of one foot B. <b>Loss</b> of great toe - one or two phalanges C. <b>Loss</b> of toes other than the great toe, if more than one toe is lost, each	17 5 3
8	<b>Loss</b> of hearing (excluding Noise-Induced Deafness) A. Both ears B. One ear only	75 15

# Accidental Death and Permanent Disablement

		Percentage of Sum Assured per insured person (%)
9	<b>Loss</b> of speech	50
10	<b>Loss</b> of speech and hearing	100
11	Third Degree Burns: Major burns causing full thickness skin destruction as determined by a <b>Doctor</b> . <u>Area</u> <u>Damage as a percentage of total body surface area</u>	
	Head    equals to or greater than 2% but less than 5%	50
	equals to or greater than 5% but less than 8%	70
	equals to or greater than 8%	100
	Body    equals to or greater than 10% but less than 15%	50
	equals to or greater than 15% but less than 20%	70
	equals to or greater than 20%	100

**We** will not pay for any death or **Permanent Disablement**

- not listed in the schedule of compensation above.
- not confirmed by **Our** appointed **Doctor**.

If any **Accidental Injury** forms a part of another **Accidental Injury**, **We** will only pay for the **Accidental Injury** for which a greater amount of compensation is payable, regardless of whether the **Accidental Injuries** resulted from the same **Accident**.

The maximum **We** will pay under this section for each **Policy Year** per insured person is 100% of the applicable limit detailed on the Summary of Cover. The maximum **We** will pay under this section for each **Accidental Injury** is 100% of the applicable limit detailed on the Summary of Cover. This entire policy will cease automatically once all cumulative claims paid under section 1 of this policy in a **Policy Year** total to 100% of the applicable limit detailed on the Summary of Cover.

## Section 2

# Medical Expenses for Accidental Injury

If **You** sustain an **Accidental Injury** during any one **Policy Year**, **We** will cover **You**, up to the applicable limits detailed on the Summary of Cover per **Accidental Injury**:

- for treatment of **Your Accidental Injury** at a **Hospital** or by a **Doctor**; and/or
- up to the applicable sub-limit detailed on the Summary of Cover for treatment attended by and/or Traditional Chinese Medicine prescribed by a legally licensed and registered Chinese physician or chiropractor who is not related to **You** or any of **Your Close Relative**;

provided that any necessary subsequent treatment is rendered within 365 days from the date of **Accident**.

- **We** will not pay for any claim arising from treatment rendered after 365 days from the date of **Accident**.
- expenses for any medical appliance or equipment.

What is not covered

## Section 3

# Daily Hospital Allowance

If **You** sustain an **Accidental Injury** during any one **Policy Year**, **We** will pay **You** the applicable amount detailed on the Summary of Cover for each complete 24-hour period, up to 30 days per **Accidental Injury**, that **You** are confined as an in-patient in a **Hospital** for the sole purpose of treatment of **Your Accidental Injury** sustained provided that the confinement is within 365 days from the date of **Accident**.

**We** will not pay for any claim arising from any confinement

- occurring after 365 days from the date of **Accident**;
- for the purpose of convalescence.

What is not covered

## Section 4

# Personal Liability

**We** will cover **You** worldwide against personal legal liability to pay damages and claimants' costs up to the applicable limit detailed on the Summary of Cover for:

- **Accidental** bodily injury to any **Third Party**; and/or
- **Accidental** loss of or damage to property of any **Third Party**.

**We** will also pay all reasonable legal costs and expenses incurred by **You** which **We** have agreed to in writing.

The maximum **We** will pay under this section for each **Policy Year** per insured person is the limit detailed on the Summary of Cover. The maximum **We** will pay under this section for each incident resulting in **Your** personal legal liability to pay damages and claimants' costs is the limit detailed on the Summary of Cover.

# Personal Liability

## What is not covered

**We** will not cover any liability in connection with:

- **You** owning land, buildings or other fixed property.
- **You** living in or occupying land or buildings.
- Aircraft other than pedestrian controlled toys or models.
- **You** (or anyone on **Your** behalf) owning, possessing or using any electrically or mechanically powered vehicle, other than:
  - Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the home;
  - Vehicles designed to help disabled people (as long as the vehicles are not legally required to be registered for road use);
  - Golf carts and trolleys; and
  - Pedestrian-controlled toys and models.
- Caravans.
- Boats, boards and craft designed to be used on or in water, other than:
  - Those only propelled by oars or paddles; or
  - Pedestrian-controlled toys or models.
- Deliberate or malicious acts.
- The ownership or use of any livestock or weapon.
- Hunting.
- Transmission of disease or illness of any kind.
- The unruly behavior of a family pet or any liability in connection with the Miscellaneous Offences (Public Order and Nuisance) Act, the Animal and Birds Act, Animals and Birds (Dog Licensing and Control) Rules or any similar regulations or legislation issued by any relevant regulatory authority.
- Any agreement, unless **You** would have been liable without the agreement.
- Any trade, business or profession.
- Anyone who works for **You**, **Your Close Relative** or any other person living with **You**.

**We** will not cover:

- Any loss of or damage to property which belongs to or is in the care or control of **You**, **Your Close Relative**, domestic servant or any other person living with **You**.
- Any of **Your** injury or illness.
- Any punitive or exemplary damages.
- Any judgment that is not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore.

# Temporary Disablement

This section applies to **You** if this additional cover is shown to be applicable on **Your Schedule**.

If **You** sustain an **Accidental Injury** which

- causes **You** to be continuously disabled and
- prevents **You** from attending to more than 50% of the normal duties of **Your** occupation,

**We** will pay **You** the applicable amount detailed on **Your** Summary of Cover for each complete week, up to 104 weeks, that **You** remain so as confirmed by **Our** appointed **Doctor**, provided that

- **You** seek and follow proper medical advice from a **Doctor** immediately after **Your Accidental Injury** and
- **You** are gainfully employed at the time of Accident, unless **You** are a **Child**.

# Mobility Aid and Ambulance Services Reimbursement

This section applies to **You** if this additional cover is shown to be applicable on **Your Schedule**.

If **You** suffer from an **Accidental Injury** which requires **You** to rely on ambulance services or mobility aid, **We** will cover **You** up to 365 days from the date of **Accident** up to the applicable limit detailed on the Summary of Cover for

- Cost of ambulance services incurred as a direct result of **Your Accidental Injury** and/or
- Any equipment prescribed by **Your** attending Doctor to aid mobility.

## Policy Extensions

The policy is extended to cover the following:

### 1. Worldwide

This policy covers **You** while **You** are outside of Singapore for no more than 182 days during any **Policy Year** and while **You** are in Singapore.

### 2. Disappearance

If the scheduled ship, aircraft or train **You** travel on is involved in an **Accident** causing it to sink, be wrecked or disappear and

- **We** are informed of **Your** disappearance within 90 days from the date of **Accident**; and
- **Your** body is not found within one year from the date of **Accident** unless a court order or official death certificate has established **Your** death; and
- there is sufficient evidence leading to the conclusion that **You** sustained an **Accidental Injury** causing **Your** death,

**We** will pay for **Accidental Death** in accordance with the schedule of compensation under section 1, provided that any person to whom the benefit is paid signs an undertaking to inform and refund **Us** the amount paid if **You** are subsequently found to be living.

### 3. Terrorism

If **Your Accidental Injury** is caused by any act of **Terrorism** and

- **You** did not participate in or provoke such act(s); and
- **You** could not have avoided such act(s),

**We** will cover **You** under this policy up to the limit detailed on **Your** Summary of Cover provided.

### 4. Drowning or suffocation by smoke, poisonous fumes or gas

If **Your Accidental Death, Permanent Disablement** or **Accidental Injury** is caused by drowning or inhalation of smoke, poisonous fumes or gas occurring during any one **Policy Year**, **We** will pay under the relevant section(s) up to the applicable limit detailed on the Summary of Cover.

### 5. Insect or animal bite

If **You** sustain any insect or animal bite during any one **Policy Year**, **We** will pay under the relevant up to the applicable limit under Section 2 as detailed on the Summary of Cover.

### 6. Child cover

This policy automatically covers **Your Child(ren)** for up to 20% of the applicable limits detailed on **Your** Summary of Cover. There is no need to name **Your Child(ren)** under the policy. In the event of a claim, **You** will be required to produce any necessary supporting document(s) to support **Your** claim.

# General Exceptions

These apply to all sections of the policy unless stipulated otherwise.

This policy does not cover any claim or consequence whatsoever, caused by or in connection with any of the following, or which is the direct or indirect result of any of the following, whether or not such claim or consequence has been contributed to by any other cause or event:

## 1. War

War, invasion, act of foreign enemy, hostilities or a war-like operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

## 2. Other Actions

Any action taken in controlling, preventing, suppressing or in any way relating to (1) War above or **Terrorism**.

## 3. Radioactivity

Any form of radioactivity including, but not limited to,

- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- Radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

## 4. Aerial and underwater activities

- **You** travelling in air (except while travelling in a duly licensed commercial aircraft as a fare-paying passenger) or taking part in any other aerial activities including bungee jumping, parachuting and sky diving.
- **You** taking part in any underwater activities including diving, water gymnastics or aerobics.

## 5. Other activities or occupations

**You** engaging in any of the following activities or **Your** occupation(s) which involves or falls within any of the following categories:

- heavy manual labour.
- the use of any machinery including heavy machinery such as cranes, forklifts or vehicles requiring a Class 4 or above driving license.
- manual work in hazardous places including shipyards, dockyards, construction sites, aircraft hangars and oil refineries.
- handling of hazardous chemicals or explosive materials.
- work or activities at height (exceeding 9 metres above ground or floor level).
- diving, oil-rig platform or offshore work or activities.
- manual work below ground level.
- welding or woodworking.
- any unskilled labour.
- any hazardous occupation including pilot, air crew, ship crew, worker on board vessels, stevedore, shipbreaker, fisherman, fire fighter, police, naval, military, air force service or operation and the like (except under section 14 of the Enlistment Act (Chapter 93) of the Republic of Singapore).

## 6. Events causing or arising with or as a result of your accidental injury

- Any allergy, condition, disease, illness, infirmity, sickness, bacterial or viral infection.
- Any side effect of medication.
- Any known risks associated with any medical or surgical procedure.
- Any gradual loss of use or function which is not a direct result of an **Accident**.

# General Exceptions

## 7. Pre-existing conditions

Any allergy, condition, illness, infirmity or injury, diagnosed or undiagnosed, before the date of **Accident**, for which **You** have received advice, medication, treatment, been told of, or for which **You** are under investigation, awaiting results, on a waiting list, or are aware of the need for in-patient treatment.

## 8. Health care

- Any general check-up, convalescence, rest cure, custodial or restorative care.
- Any dental care or dental disease.
- Any eye examination or eye care.
- Any pregnancy-related treatment including treatment arising from pregnancy, miscarriage, abortion, childbirth, sterilisation, contraception and any treatment for infertility.
- Any dental, optical, cosmetic or plastic surgery or any elective surgery unless all of the following conditions are met:
  - (i) The surgery is necessitated by an **Accidental Injury** sustained by **You**;
  - (ii) Carried out to restore the function or appearance after the **Accident**;
  - (iii) Done at a medically appropriate stage after the **Accident** by a **Doctor**; and
  - (iv) **We** approve of its cost in writing before it is done.
- Any condition, impairment, illness or disease, even if contracted by accident or occurring whilst **You** are injured, whether known or unknown to **You**. This includes
  - (i) Any food poisoning.
  - (ii) Any bacterial and/or viral infections, venereal disease, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).
  - (iii) Any mental, psychological, emotional or nervous problems or conditions, including anxiety, depression, sleep disorders or insanity.
  - (iv) Any congenital anomaly.
- Implants (homograft, heterograft, artificial) and prosthesis.
- Procurement or use of any assistive or mobility devices, hospital-type equipment or medical appliances, including ventilator, hearing aid, contact lenses, eye glasses, crutches and wheelchair.
- Any expenses, administrative or other charges of a non-medical nature in connection with the provision and/or performance of medical supplies and/or services.

## 9. Alcohol, drugs and intoxication

Whether known or unknown to **You**,

- taking of drugs or alcohol, regardless of whether **You** are affected or under the influence of it, even if the drug was prescribed by a registered medical practitioner.
- Alcoholism.
- Drug-addiction, drug abuse or drug-related treatments.
- Intoxication.

## 10. Cycling

- Motorcycling as a rider or passenger on a machine above 125cc.
- Motorcycling as a rider, on a machine 125cc or under, without a valid motorcycle license.
- Motorcycling on a machine 125cc or under without wearing a crash helmet.
- Bicycling on expressways.

# General Exceptions

## 11. Conscious or voluntary acts

Regardless of the extent of **Your** sanity, any

- culmination of repetitive stresses of **Your** normal everyday activities.
- participation in any riot or strike.
- provocation or commission of assault, hijack or murder.
- suicide or attempted suicide.
- self-injury.
- reckless and deliberate exposure to known danger.
- competition in or practise for speed-contest, timed trial or racing.
- travelling against the advice of any registered medical practitioner or any travel advisory of the Ministry of Foreign Affairs of the Republic of Singapore.

## 12. Unlawful act

Any unlawful act committed by **You**, regardless of the extent of **Your** sanity. Unlawful act refers to any act that does not conform to or is not permitted by the law or rules of the geographical area in which the act is committed. Unlawful act includes but is not limited to:

- Exceeding any stipulated speed limit whilst driving or riding a motorised vehicle.
- Driving whilst under the influence of alcohol.
- Non-conformance to the Road Traffic Act or the like.
- Non-conformance to the Road Traffic (Pedestrian Crossing) Rules or the like.
- Non-conformance to the Road Traffic (Bicycle) Rules or the like.
- Participation in or acting as an accessory to any crime or attempted crime or offence.

## 13. Wilful act or omission or gross negligence

**Your** intentional or wilful act or omission, or gross negligence.

## 14. Restricted countries

Travel in, to, or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan, or Syria.

## 15. Sanction limitation and exclusion clause

**We** shall not be deemed to provide cover and **We** shall not 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 **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.



# General Conditions

## 1. Claims procedure

If **You** or **Your** legal representative are making a claim under the policy, **You** or **Your** legal representative must submit **Our** Personal Accident claim form with full particulars as soon as reasonably possible but no later than 7 days after the incident together with full facts of the claim including its occurrence, detailed circumstances and extent of loss. All documents supporting the claim must also be submitted to **Us** within 90 days of the incident or discovery of injury, damage or liability.

Any communication **You** receive about the incident should be sent to **Us** immediately. **You** must not discuss liability, promise any payment or refuse any claim without **Our** written consent.

All certificates, receipts, information and evidence required by **Us** shall be supplied free of expense to **Us**, in the form prescribed by **Us**.

Failure to comply with the time and procedure stipulated for the making of a claim in this clause shall invalidate the claim and no benefit shall be payable under this policy.

**We** shall have the right and the opportunity through **Our** medical representatives to examine **You** 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**.

If **We** want to, **We** can take over and conduct, in **Your** name or that of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **Our** own benefit to recover any payment **We** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

Any person who is seeking indemnity under this policy shall give **Us** all the information, documents and assistance **We** require to enable any claim to be validated for **Us** to achieve a settlement.

## 2. Misstatement of Age or Occupation Class

If, at the correct **Age** or for the correct **Occupation Class**, **You** 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.

## 3. Other insurance

If, at the time of any claim arising under this policy, there is any other insurance covering the same loss, damage or liability, **We** will only pay **Our** share of the claim. This condition does not apply to benefits under Section 1, Section 3 and, if applicable, Section 5.

## 4. Automatic renewal

This policy will be renewed automatically for each **Policy Year** if all premiums are duly received by **Us**, unless **We** receive cancellation instruction from the policyholder named on **Your Schedule**. No renewal notice will be sent to **You**. In the event that **We** make any changes to the premiums, provisions, limits or coverage, **We** will write to **You** 30 days in advance and the changes will apply to **You**.

## 5. Payment before cover

In order for cover under this policy to take effect, **We** must receive the full annual premium due before the start date of each **Policy Year**.

If the full annual premium is to be received by instalments or recurring payments, successful receipt of each instalment by **Us** before the **Due Date** would automatically trigger coverage for the period for which premium is paid. If **We** do not receive the full instalment amount on or before the **Due Date**, **We** will cancel **Your** policy and any payment received after the **Due Date** will not affect the termination of this policy.

## 6. Our rights

**We** are entitled to take over and carry out in **Your** name the defence or settlement of any legal action. **We** may also take proceedings at **Our** own expense and for **Our** own benefit, in **Your** name, to recover any payment **We** have made under this policy to anyone else.

# General Conditions

## 7. Your duty to take precautions

**You** must at all times take reasonable precautions to prevent and avoid losses, damages, **Accidents, Accidental Injuries** and minimise claims under the policy.

## 8. Arbitration

Where **We** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator in Singapore to be agreed between **You** and **Us** in accordance with the Rules of the Singapore International Arbitration Centre ("SIAC Rules") at the time in force in English. When this happens, a decision must be made before **You** can take any legal action against **Us**.

## 9. Your duty to comply with policy conditions

**Our** provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## 10. False declaration

If **You** did not declare truthfully upon buying this policy, all benefits under this policy shall be forfeited.

## 11. Fraud

If **You**, or anyone acting for **You**, make(s) a claim under this policy knowing the claim to be dishonest or intentionally inflated, exaggerated or fraudulent in any way, or give(s) any false declaration, statement or document to support the claim, **We** will not pay any claim and all cover under the policy and all premiums paid will be forfeited without recourse.

## 12. Payments made under insurance regulations and rights of recovery

If the law or collective industry agreement in any country in which this policy operates requires **Us** to settle a claim which, if this law or collective industry agreement had not existed, **We** would not be obliged to pay, **We** reserve the right to recover such payments from **You** or from the person who incurred the liability.

If **We** have paid for any loss, damage or injury where such amount is recoverable from another party, all **Your** rights of recovery will be subrogated to **Us**.

## 13. Access to Your registered medical practitioners

To assess whether the cover applies, **You** may be asked to supply the name and contact details of **Your** registered medical practitioners or **Doctors** to enable **Us** to access **Your** medical records. If **You** do not agree to allow **Us** access to **Your** medical records or provide **Us** with any details required to do so, **We** may not deal with **Your** claim.

## 14. Settlement of Claims

Any amount payable under this policy will be paid to the policyholder or as may be permissible under the Insurance Act.

## 15. Burden of proof

The burden of proving the validity of any claim is upon **You**. If **We** deny any claim by reason of any exclusion listed in the section of General Exceptions, the burden of proving that **We** are legally responsible for the claim is upon **You**.

## 16. Non-assignment

This policy is not assignable. No assignment of interest under this policy will be binding upon **Us**. **We** do not assume validity of any assignment.

## Our promise of service

If **You** have any comments or suggestions about **Our** cover, services or any other feedback, please write to:

The Head of Customer Service Centre

Aviva Ltd., 4 Shenton Way #01- 01 SGX Centre 2 Singapore 068807

**We** always welcome feedback so **We** can improve **Our** products and services.

## Customer care policy

At Aviva, **We** will make every effort to provide the high level of service expected by all **Our** policyholders. If on any occasion **Our** service falls below the standard of **Your** expectation, the procedure detailed below explains what **You** can do:

**Your** first point of contact should always be to **Our** Customer Services Department. You can email **Us** at [personal\\_insurance@aviva.com.sg](mailto:personal_insurance@aviva.com.sg). **We** will acknowledge receipt of **Your** feedback within 3 working days whilst **We** look into the matter **You** raised. **We** will contact **You** for further information if required within 7 working days and provide **You** with a full reply within 14 working days.

If **You** are dissatisfied with **Our** response, **We** will refer **You** to an independent dispute resolution organization: the Financial Industry Disputes Resolution Centre Ltd (FIDReC).

FIDReC's contact details are:

Financial Industry Disputes Resolution Centre Ltd.

112 Robinson Road #13-03

HB Robinson

Singapore 068902

Telephone : 6327 8878

Fax : 6327 8488

Email : [info@fidrec.com.sg](mailto:info@fidrec.com.sg)

Website : [www.fidrec.com.sg](http://www.fidrec.com.sg)

Important - Please remember to quote **Your** policy reference in **Your** communication.

## How to make a claim

To make a claim, please call **Our** claims assistance helpline at 6827 9966 or visit **Our** website at [www.aviva.com.sg](http://www.aviva.com.sg) to access **Our** claims form.

# Policy Owners' Protection Scheme (PPF)

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

Learn more about our other products and services at [www.aviva.com.sg](http://www.aviva.com.sg)

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Aviva Ltd.

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