

# GROUP HOSPITALISATION AND SURGICAL INSURANCE POLICY

Whereas the insured named in the schedule hereto and carrying on the business therein and no other for the purpose of this insurance has submitted to MSIG Insurance (Singapore) Pte. Ltd. (hereinafter called "the company") a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance hereinafter contained.

Now this policy witnesseth that in consideration of the Insured having paid or agreed to pay to the company the premium specified in the schedule, it is hereby agreed that company will pay to the insured the benefits up to the limit for each disability specified in the schedule incurred by any of the insured persons arising from Illness or Injury occurring during the period of insurance.

Provided always that the due observance and fulfilment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured shall be condition precedent to any liability of the company to make any payment under this policy.

## A GUIDE TO THE POLICY

	Page
<b>Definition of words</b>	2
<b>Dependant's eligibility and termination</b>	3
<b>Condition precedent</b>	3
<b>Conditions</b>	3
<b>Benefits</b>	5
<b>Limitations</b>	7
<b>Exceptions</b>	7
<b>Automatic addition and deletion clause</b>	8
<b>Jurisdiction clause</b>	9
<b>Exclusion of rights under the contracts (rights of third parties) Act</b>	9
<b>War &amp; terrorism exclusion</b>	9
<b>Institute radioactive contamination, chemical, biological, biochemical and electromagnetic weapons exclusion clause</b>	9
<b>Premium payment warranty</b>	10
<b>Sanction limitation and exclusion clause</b>	10

## DEFINITION OF WORDS

Unless otherwise required by the context, the following shall apply:

TERM	DEFINITION
<b>Day surgery</b>	An event whereby an insured person requires the use of a recovery facility for a surgery performed on a pre-planned basis (but not for an overnight or inpatient stay) provided by or on the order of a physician to the insured person for treatment of a covered illness or injury at a hospital or clinic duly qualified to perform such a surgery.
<b>Dependants</b>	An employee's spouse and unmarried children who are over fourteen (14) days of age but have not reached their nineteen (19th) birthday, or who is a student at a recognised educational establishment and is under the age of twenty-four (24) years. No coverage is provided under this policy for any person who is in full-time national service.
<b>Doctor / Physician / Registered medical practitioner</b>	Any person legally authorised in the geographical area of his practice to render medical and surgical services.
<b>Each disability</b>	All disabilities resulting from an illness or injury arising from the same cause, including any and all complications therefrom, except that after 14 days following the latest discharge from the hospital, any subsequent hospitalisation from the same cause, shall be considered a new disability.
<b>Hospital</b>	An institution which is legally licensed as a medical or surgical hospital in the country in which it is located to provide service primarily for reception, care and treatment of injured or sick persons as inpatients under the constant supervision of a physician or specialist consultant. These exclude nursing, rest homes or convalescent homes, institutions for treatment of substance abuse, geriatric wards and places for drug addicts or alcoholics or for any similar purpose.
<b>Illness</b>	Physical illness or disease, marked by a pathological deviation from the normal healthy state.
<b>Injury</b>	Accidental bodily injury occurring while the policy is in force and resulting directly and independently of all other causes covered by the policy.
<b>Insured</b>	The policyholder named as insured in the schedule.
<b>Medically necessary</b>	Medical treatment, services or procedures ordered by a physician for the diagnosis or treatment of an injury or illness of the insured person which meet all of the following conditions: a) in accordance with the symptoms or findings for the treatment or diagnosis of the insured person's illness or injury. b) accompanying with clear medical indication and performed in accordance with generally accepted standard of care and considered appropriate according to internationally recognized western standards. c) not primarily or solely for the convenience or personal choice of the insured person, their family members or treating physician.
<b>Reasonable and customary charges</b>	Charges for medical care which shall be considered by the company or its medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by other providers of similar standing in the locality where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease, illness or injury. Any scales of charges which may be agreed from time to time between the company and hospitals and doctors shall also be indicative of such reasonable and customary charges.

TERM	DEFINITION
<b>Schedule</b>	Contains details of the policy, benefits, endorsements (if any), insured person(s), type of cover selected and period of insurance and this includes the renewal certificate issued by the company. The schedule is part of the policy.
<b>Specialist consultant</b>	Physician who is duly qualified and recognised in the medical profession to possess the relevant specialist medical and/or surgical skills.

## DEPENDANT'S ELIGIBILITY AND TERMINATION

1. No employee shall become insured for dependants' coverage unless he/she is insured, or simultaneously becomes insured for employee's benefits.
2. If a dependant is confined in a hospital on a date prior to the insured employee being employed in the insured's service such insurance shall not become effective until the dependant is no longer confined.
3. Such insurance as is afforded to an insured employee with respect to his dependants shall terminate
  - a) on the date of termination of the insurance afforded to the employee; or
  - b) on the date such dependant ceases to be a dependant as defined therein

## CONDITION PRECEDENT

The validity of this Policy is subject to the condition precedent that

- a) for the risk insured, the 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 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 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 Insured to the Company before cover incepts.

## CONDITIONS

1. This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or schedule shall bear such specific meaning whenever it may appear.
2. The insured shall keep all books and records of all the insured persons under this policy and furnish all information and particulars relating to the insured persons and shall at all times allow the company to inspect such records any time during the period of insurance.
3. The insured shall give immediate notice to the company of any change in the occupation or habits or pursuits or residence of any of the insured persons, or of any disease, injury, illness or physical defect or infirmity with which the insured persons have become affected or of which he has become cognizant and shall pay any additional premium that may be required by the company.
4. If at any time any claim arises under this policy there shall be any other existing insurance covering any of the risks insured by the policy the company shall not be liable to pay or contribute more than its rateable proportion of any such claim.

5. Upon the happening of any event likely to give rise to a claim under this policy the Insured shall within thirty days after the happening of such event give notice to the company with full particulars of the accident, illness or condition and shall as soon as possible procure and act on proper medical and surgical advice and the company shall not be liable in respect of treatment or service necessitated by failure to obtain and follow the same. The company reserves the right to examine the insured person whose illness or injury is the basis of a claim as and when required by the company during the pendency of the claim. The insured shall submit a claim form together with only original bills, receipts and other documents required to support a claim, unless otherwise agreed in writing by the company.
6. No person shall be covered under this policy who has not yet attained the age of fourteen (14) days or who has attained the age of sixty-five (65) years.
7. The company may cancel this policy by sending seven (7) days' notice by registered letter to the insured at his last known address and in such event will return to the insured the premium paid less the pro-rata portion thereof for the period the policy has been in force. The policy may be cancelled at any time by the insured by giving seven (7) days' notice to the company and provided no claim has arisen during the then current period of insurance the Insured shall be entitled to a return of premium subject to the company's short term rates for the period the policy has been in force and subject to the minimum premium as specified by the company.
8. If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions on that behalf for the time being in force. When any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the company. Unless any such action or suit be commenced within six (6) months of the making of an award the company shall not be liable to make any payment in excess of the amount of the award.
9. Benefits are payable either to the insured or to the insured person or to the providers of covered medical treatment and services, whose official receipt shall be a valid discharge of the company's liability to pay in respect thereof. Only reasonable and customary charges on medically necessary covered treatment or services will be paid.

## BENEFITS

All benefits payable are specified below subject to the limitations, terms, exceptions and conditions of this policy.

### 1. Daily hospital room and board

A hospitalisation benefit shall be paid when an insured person is registered as a bed patient in a hospital. The amount of the benefit shall be equal to the actual charges made by the hospital during the insured person's confinement, but in no event shall the benefit under this paragraph exceed for any one day the rate of daily benefit set forth in the schedule of this policy.

This benefit includes Intensive Care Unit (ICU), High Dependency Unit (HDU) or Coronary Care Unit (CCU) charges incurred at a hospital.

Successive periods of hospital confinement shall be considered one period of confinement unless the subsequent period of confinement:

- a) commences after fourteen (14) days following the latest discharge from the hospital; or
- b) is due to causes entirely unrelated to the causes of the previous confinement.



## 2. Hospital miscellaneous service

In addition to the daily benefit under paragraph 1, a hospital service benefit shall be paid during the time that an insured person is registered as a bed patient in a hospital and is furnished or rendered any hospital service which is regularly given by the hospital for medically necessary treatment of that disability. The amount of this benefit shall be subject to reasonable and customary charges made by the hospital during the insured person's confinement, but in no event shall the benefit under this paragraph 2 exceed the maximum limit set forth in the schedule of this policy.

The Hospital services covered under this paragraph include the following:

- a) Drugs and medicines consumed on premises.
- b) Dressings, ordinary splints and plaster casts.
- c) Laboratory examinations.
- d) Electrocardiograms.
- e) Basal metabolism tests.
- f) Physical therapy.
- g) Anaesthesia and oxygen.
- h) Intravenous infusions.
- i) Administration of blood or blood plasma.
- j) X-ray examinations.
- k) X-ray therapy, radium therapy, radium and isotopes.

## 3. In-Hospital doctors' visits

In addition to the benefits under paragraph 1 and 2 above, a benefit is payable to the insured person who requires the services of a physician in connection with the medically necessary treatment of that disability, the reasonable and customary charges incurred for visits made by the physician to the hospital. This benefit is payable for one visit a day up to the maximum daily limit shown in the schedule of this policy.

Successive periods of medical care shall be considered as related to one disability unless the subsequent period of medical care:

- a) commences after fourteen (14) days following the latest discharge from the Hospital; or
- b) is due to causes entirely unrelated to the causes of the previous period of medical care.

## 4. Surgical benefit (Including anaesthetist and theatre fee)

In addition to the benefits under paragraphs 1, 2 and 3 above, a surgical fees benefit shall be paid subject to reasonable and customary charges for such medically necessary surgical procedures including day surgery, provided however that the maximum benefit for all surgical operations performed during any disability shall not exceed the maximum limit shown in the schedule of this policy.

A surgical fees benefit shall be payable in respect of dental operation due to accidental injury by a qualified and registered dental surgeon. This benefit can be extended to adjacent teeth for damages as a result of the dental operation, provided that such damages are caused by the same operation and at the same time the dental operation was performed. No benefit shall be payable for treatment for any teeth which were previously damaged or by decay or not related to the dental operation. No benefit shall be payable to replace the damaged teeth or crowning of the teeth with gold or other expensive precious metal and/or ceramic.

Successive operations shall be considered to have been performed during one period of disability unless the subsequent operation:

- a) is performed after fourteen (14) days following the latest discharge from the hospital; or
- b) is due to causes entirely unrelated to the causes of the previous operation.

#### **5. Specialist consultation fees**

This benefit provides for the reimbursement of specialist consultation expense incurred upon the recommendation of a registered medical practitioner because of illness or injury and incurred within ninety (90) days prior to hospital confinement or day surgery. Payment for such expenses as a result of any disability shall not exceed the maximum limit shown in the schedule of this policy. No payment shall be made if within ninety (90) days after the specialist consultation, hospitalisation or surgical treatment is not required.

For the purpose of this benefit, specialist consultation expenses shall mean specialist consultant's fees and any other expenses incurred whilst under the care of the specialist consultant other than expenses payable under any other Benefits sections of this policy.

#### **6. Diagnostic X-ray and laboratory expenses**

This benefit provides for the reimbursement of reasonable and customary charges for medically necessary diagnostic X-rays and laboratory examinations upon the recommendation of a specialist consultant for the determination and diagnosis of a disability and necessarily incurred within ninety (90) days prior to hospital confinement or day surgery. Payment for such expenses as a result of any disability shall not exceed the maximum limit shown in the schedule of this policy. No payment shall be made if within ninety (90) days after the diagnostic X-rays and laboratory examination, hospitalisation or surgical treatment is not required.

#### **7. Emergency accidental outpatient benefit**

This benefit provides reimbursement of costs of services and supplies furnished by a hospital or clinic in connection with an emergency treatment of bodily Injury arising from an accident and received as an outpatient within twenty-four (24) hours of the accident. Payment for such expenses as a result of any disability shall not exceed the maximum limit shown in the schedule of this policy.

#### **8. Ambulance charges**

This benefit provides reimbursement of charges for ambulance service to the hospital for the purpose of hospitalisation or surgical treatment of a disability and the maximum amount payable for each disability shall not exceed the limit shown in the schedule of this policy.

#### **9. Post hospitalisation/surgical treatment**

This benefit provides reimbursement of expenses for follow-up treatment by the same physician immediately following discharge from hospital or day surgery, up to the maximum limit shown in the schedule of this policy.

#### **10. Death benefits**

Death benefits for the amount specified in the schedule of limits of benefits shall be payable to the insured in the event of the death of the insured person due to:

- a) an accident for which a claim under Benefits No. 1, 2, 3, 4 or 7 of this policy is paid or payable, or
- b) an illness subject to these following conditions:
  - i) Death occurs during hospitalisation or within ninety (90) days following the latest discharge from hospital, and
  - ii) Death is due to the same Illness for which the Insured Person is hospitalised in (2)(a) above, and
  - iii) A claim under Benefits No. 1, 2, 3 or 4 of this policy is paid or payable.

## LIMITATIONS

1. No benefits provided herein are payable unless the insured person is confined in a legally constituted hospital except for an emergency treatment of bodily Injury arising from an accident.
2. No minimum period of hospital confinement is required if such confinement is in connection with a surgical operation, or if the hospital makes a charge for room and board.
3. No benefits shall be payable with respect to any period of hospital confinement unless the entire confinement and all the hospital services so rendered and performed have been recommended and approved by a physician.
4. The benefits payable under this policy for organ transplant shall be limited to the medical treatment costs incurred in respect of an organ transplant up to the respective plan as shown in the schedule of benefits. The cost of or acquisition of the organ and all costs incurred by the donor are not covered under the plan.
5. No benefit is payable as a result of confinement in any hospital arising out of or in the course of any employment for which the person insured is entitled to be reimbursed under the Work Injury Compensation Act or in any way indemnified through any government or public programme of medical benefits except for those expenses in excess thereof.

## EXCEPTIONS

The following tests, investigations, treatments, items, conditions, activities and their related or consequential expenses are excluded from the policy and the company shall not be liable for:

1. Confinement in any hospital where care was provided to the insured person without charge.
2. Injury, disease or Illness arising out of operating, learning to operate or servicing as a crew member of an aircraft.
3. Non-medical personal services such as radio, telephone, television and the like.
4. Hospital confinement or surgical operation for injuries, diseases or illnesses existing on or before the date on which the insurance provided under this policy comes into force. This pre-existing condition or Illness means a disability including those which have been diagnosed or present symptoms which would have required treatment or prescription drugs or any disability manifesting as recurrence of past conditions. The pre-existing condition or Illness exclusion is not applicable if the Insured Person is treated for such condition(s) after expiry of twelve (12) months of uninterrupted insurance.
5. Elective overseas treatment for non-emergency or chronic medical conditions where covered treatment can reasonably be postponed until the insured person returns to Singapore, unless the company's prior approval in writing is obtained.
6. Diving (unless the person concerned has been duly qualified and certified as a diver by an internationally recognised diving organisation or unless such person is at the time of the happening of the event giving rise to a claim actually receiving diving instruction from a duly qualified and certified diving instructor), rock climbing, caving, potholing, mountaineering, skydiving, parachuting, hang-gliding, parasailing, bungee jumping, racing of any kind other than on foot, or any other type of competitive sports other than those in which the insured person participates purely as an amateur, all professional or inherently dangerous sports unless declared to and accepted by the company in writing prior to the event giving rise to a claim.
7. Second opinions in respect of medical conditions which have already been diagnosed and/or treated at the date such second opinions are obtained unless considered by the company's medical advisers to be reasonable and necessary having regard to the medical facts and circumstances or the cost of treatment by a doctor which is not relevant to the treatment provided to the insured person.

8. Cost of medical reports unless agreed by the company.
9. Non-prescription drugs, medicines and other items.
10. No benefit shall be paid for any expense caused by or attributed to the following:
  - a) Mental illness, behavioral or developmental delay and/or learning disabilities.
  - b) Rest cures or sanatoria care.
  - c) Treatment relating to birth defects and congenital anomalies.
  - d) Pregnancy or childbirth or miscarriage/abortion except as defined under miscarriage benefit and maternity benefit when the benefits are stated in the schedule as being covered by the policy.
  - e) Sterilisation of either sex (or its reversal), infertility, contraception, circumcision, impotence or erectile dysfunction, treatment relating to sex change.
  - f) Hospitalisation primarily for diagnosis, X-ray examinations or physical therapy, unless recommended by the physician of the hospital.
  - g) Dental examinations, filings, extraction and general dental care.
  - h) Eye refraction or fitting of glasses, or hearing aid.
  - i) All types of sleep disorders including sleep apnoea unless this leads to treatment through surgery.
  - j) Drug addiction or alcoholism.
  - k) Communicable diseases contracted after the alert level for such diseases is declared by the World Health Organisation and the Singapore governmental authorities to be at a pandemic level.
  - l) Injuries due to insanity or self-infliction, suicide or attempted suicide.
  - m) Special nursing care, fees or other expenses not provided by this policy.
  - n) Room, board, general nursing care or special Hospital services not in accordance with the diagnosis and treatment of the condition for which Hospital confinement is required.
  - o) Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex Syndrome (ARCS) and all diseases caused by and/or related to virus HIV positive and treatment of other sexually transmitted diseases.
  - p) Procurement or use of special braces, medical appliances which are not surgically required, any equipment or prosthetic devices, including spectacles, hearing aids, wheelchairs, lenses and the like.
  - q) Cosmetic surgery for purposes of beautification or plastic surgery.
  - r) Injury or Illness arising directly or indirectly from war declared or undeclared, strike, riot, civil commotion.
  - s) Self-treatment by the insured person, or a family member of the insured person, including dispensation of medication and/or any medical tests/procedures carried out.
  - t) Treatment undertaken as a preventive measure e.g. medical check-ups, vaccination, inoculations, preventive medicines and the like.
  - u) Injury & Illness arising from ionisation or explosion leakage or contamination of radio-activity caused by any nuclear weapon or atomic power plant.
  - v) Treatment for obesity, weight reduction (including liposuction) or weight improvement, alopecia, breast reduction or enlargement (regardless whether it is medically necessary or not), treatment for all forms of acne.
  - w) Experimental or pioneering medical and surgical techniques.
  - x) Genetic testings and genetic therapy.

#### **AUTOMATIC ADDITION AND DELETION CLAUSE**

It is hereby declared and agreed that new employees are automatically included in this insurance with effect from the date on which the employee(s) shall commence employment with the Insured. Deletion of insured person(s) shall be similarly effected from the date of termination of their employment.

Provided further that the insured shall undertake to declare to the company such additions and deletions within thirty (30) days from the last day of each month.

Subject otherwise to the terms, conditions and exceptions of this policy.

## **JURISDICTION CLAUSE**

Notwithstanding any provision that may extend coverage territory outside Singapore, the construction, validity and performance of this policy shall be governed by the Laws of Singapore and any indemnity provided herein shall not apply in respect of judgement unless delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore or unless in respect of an award made pursuant to the Arbitration Act 2001 of Singapore.

## **EXCLUSION OF RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

It is hereby declared and agreed that a person who is not a party to this policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

## **WAR & TERRORISM EXCLUSION**

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism including but not limited to
  - a) the use or threat of force, violence and/or
  - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/ or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
3. any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

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

## **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

#### **PREMIUM PAYMENT WARRANTY**

1. Notwithstanding anything herein contained but subject to clause 2 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 effected) within 60 days of the inception date of the coverage under the policy, renewal certificate or cover note.
2. 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 effected) within the 60-day period referred to above, then:
  - a) the cover under the policy, renewal certificate or cover note is automatically terminated immediately after the expiry of the said 60-day period;
  - b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - c) the company shall be entitled to a pro-rata time on risk premium subject to a minimum of \$25.
3. 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.

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

#### **POLICY OWNERS' 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 MSIG or visit GIA/LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

**IMPORTANT - The insured is requested to read this policy. If any error or misdescription be found, the policy should be returned to the issuing office for correction.**