

GROUP HOSPITAL AND SURGICAL - POLICY TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

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

TERM	MEANING
Accident	A sudden, unforeseen and unexpected event during the Period of Insurance that independently of any other cause is the sole and direct cause of bodily Injury and excludes any illnesses or diseases.
Advance Stage	<p>A malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue.</p> <p>The term Major Cancer includes, but is not limited to, leukemia, lymphoma and sarcoma.</p> <p>Major Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other bodily fluid in the absence of further definitive and Clinically verifiable evidence does not meet the above definition.</p> <p>For the above definition, the following are excluded:</p> <ul style="list-style-type: none">(a) All tumours which are histologically classified as any of the following:<ul style="list-style-type: none">i. Pre-malignant;ii. Non-invasive;iii. Carcinoma-in-situ (Tis) or Ta;iv. Having borderline malignancy;v. Having any degree of malignant potential;vi. Having suspicious malignancy;vii. Neoplasm of uncertain or unknown behavior; orviii. All grades of dysplasia, squamous intraepithelial lesions (HSIL and LSIL) and intra epithelial neoplasia;(b) Any non-melanoma skin carcinoma, skin confined primary cutaneous lymphoma and dermatofibrosarcoma protuberans unless there is evidence of metastases to lymph nodes or beyond;(c) Malignant melanoma that has not caused invasion beyond the epidermis;(d) All Prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or Prostate cancers of another equivalent or lesser classification;(e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;(f) All Neuroendocrine tumours histologically classified as T1N0M0 (TNM Classification) or below;(g) All tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification) or below;(h) All Gastro-Intestinal Stromal tumours histologically classified as Stage I or IA according to the latest edition of the AJCC Cancer Staging Manual, or below;(i) Chronic Lymphocytic Leukaemia less than RAI Stage 3;(j) All bone marrow malignancies which do not require recurrent blood transfusions, chemotherapy, targeted cancer therapies, bone marrow transplant, haematopoietic stem cell transplant or other major interventionist treatment; and <p>All tumours in the presence of HIV infection</p>
Age	Age next birthday.
Authorities	Any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, self-regulatory organization, trade repositories, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of the HSBC Group
Beneficiary	The person or entity entitled to receive the Benefits as they become due.
Benefit (s)	The amount(s) payable by Us in accordance with the terms and conditions of this policy.
Cancer	Refer to Early Stage, Intermediate Stage or Advance Stage Cancer.

Carcinoma-in-situ	The focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the Invasion and/ or destruction of surrounding tissues.
Certificate of Insurance	The certificate issued by us to an Insured Member which sets out the details of the Benefits under the policy.
Clinic	An establishment duly constituted and licensed in Singapore in which it is located as a centre for Medical Treatment of sick and injured persons, and which: <ul style="list-style-type: none"> (a) provides facilities for diagnosis and treatment of Illnesses and Injuries; (b) is supervised by a full-time staff of Physicians during its business hours; and (c) is not a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydroclinic or a nursing or rest or convalescent home or a home for the aged, or such similar establishment.
Compliance Obligations	Obligations of any member of the HSBC Group to comply with: <ul style="list-style-type: none"> (a) any applicable local or foreign statute, law, regulation, ordinance, rule judgement, decree, voluntary code, directive, guidelines, administrative requirements, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group (“Laws”), or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our customers.
Congenital Conditions	A genetic (including hereditary condition), physical or biochemical defect, disease, malformation or anomaly, present at birth and whether or not manifest, diagnosed or known about at birth.
Connected Person	A person or entity other than you whose information (including Personal Data or Tax Information) is provided by, or on behalf of, you to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any person identified as a Beneficiary under the policy, any person who is, or may be entitled to receive a payment under the policy, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, director, trustee, settlor or protector of a trust holding or controlling (directly or indirectly) the policy, any of your representatives, agents or nominees, or any other persons or entities having a relationship to you that is relevant to your relationship with HSBC Group.
Controlling Person	Individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the Beneficiaries or class of Beneficiaries, and any other individual who exercises ultimate effective control over the trust and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).
Co-payment	The amount or percentage of an eligible claim which has to be borne by the Insured Member before the relevant Benefits are payable under this policy.
Correspondence Address	The office address at which We conduct business.
Country of Residence	The country in which the Insured Member is residing and which will be shown as your address and place of residence in Our records.
Cover	Insurance Cover in accordance with the terms of this policy, as applicable to each Insured Member.
Customer Information	Either your Personal Data, confidential information, and/or Tax Information or that of your Connected Person.

Early Stage	<p>Carcinoma-in-situ of specified organs.</p> <p>If one of the following minor cancer conditions is met:</p> <ul style="list-style-type: none"> (a) Carcinoma-in-situ of the following sites: Breast, uterus, ovary, fallopian tube, vulva, vagina, cervix uteri, colon, rectum, penis, testis, lung, liver, stomach or nasopharynx. The diagnosis of Carcinoma-in-situ must be positively established by microscopic examination of fixed tissues. Clinical diagnosis or the Cervical intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II, and CIN III (severe dysplasia without carcinoma-in-situ) does not meet with the required definition and are specifically excluded. Carcinoma-in-situ of the biliary system is also specifically excluded. (b) Prostate Cancer that is histologically described using the TNM Classification as T1a or T1b or Prostate cancers described using another equivalent classification. (c) Thyroid Cancer that is histologically described utilizing the TNM Classification as T1N0M0 as well as Papillary microcarcinoma of thyroid that is less than 1cm in diameter. (d) Papillary micro-carcinoma of Bladder. (e) Early Chronic Lymphocytic Leukaemia: Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. RAI stage CLL 0 or lower is excluded. <p>The diagnosis of the above Early Cancers must be established by histological evidence and be confirmed by a specialist in the relevant field.</p> <p>All tumours in the presence of HIV infection are excluded.</p>
Effective Date	The date on which the Cover of this policy of the Insured Member has become effective as set forth in the Policy Schedule and/or Certificate of Insurance.
Eligible Member	A person at the time of Effective Date of Cover: <ul style="list-style-type: none"> (d) must be aged between Age 21 and 55; and (e) must be a Resident of Singapore
Endorsement	The supplementary document We issue to the Policyholder to record and confirm changes to this policy.
Expiry Date	The date that is agreed between you and us when our obligation to pay the Benefits under the policy ceases. It is shown in the Certificate of Insurance.
Financial Crime	Money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.
Financial Crime Risk Management Activity	As defined in Section 5, Clause 23.
General Practitioner	A Physician whose practice is based on a broad understanding of all Illnesses and who does not restrict his practice to any particular field of medicine.
Hospital	An establishment duly constituted and licensed in Singapore as a medical and surgical Hospital for the care and treatment of sick and injured persons as bed paying patients, and which: <ul style="list-style-type: none"> (a) provides facilities for diagnosis, treatment and minor or major Surgery; (b) provides twenty-four (24) hours nursing services by registered nurses; (c) is supervised by a full-time staff of Physicians at all times; and (d) is not primarily a Clinic, a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydroclinic or hospices, nursing or rest or home for the Aged, convalescent home or similar establishment.
Hospitalisation / Hospitalised	The period during which an Insured Member is registered as an Inpatient to receive Medical Treatment at a Hospital as recommended by a Physician.
HSBC Group	HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices, and any member of the HSBC Group has the same meaning.
Illness	A physical condition marked by a pathological deviation from the normal healthy state.
Injury	A bodily Injury caused solely and directly by an Accident and does not include any Illness or naturally occurring medical conditions or degenerative process.
Inpatient	Admission and confinement of an Insured Member in a Hospital for treatment of an Illness or Injury for which the Hospital levies a daily room and board charge.

Insured Member(s)	The person/persons so described in the Policy Schedule and/or Certificate of Insurance.
Invasion	An infiltration and/or active destruction of normal tissue beyond the basement membrane. The diagnosis of the Carcinoma in situ must always be supported by a histopathological report.
Intermediate Stage	<p>Carcinoma-in-situ of specified organs treated with Radical Surgery</p> <p>The actual undergoing of a Radical Surgery to arrest the spread of malignancy in that specific organ, which must be considered as appropriate and necessary treatment.</p> <p>Early prostate cancer that is histologically described using the TNM Classification as T1a or T1b or T1c or Prostate cancers described using another equivalent classification is also covered if it has been treated with a radical prostatectomy. All grades of cervical intraepithelial neoplasia (CIN) and prostatic intraepithelial neoplasia (PIN) are specifically excluded.</p> <p>The actual undergoing of the surgeries listed above and the surgery must be certified to be absolutely necessary by an oncologist. Partial surgical removal such as lumpectomy, partial mastectomy or partial prostatectomy are specifically excluded.</p> <p>Furthermore, the diagnosis of Carcinoma-in-situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.</p>
Major Cancers	Refers to the same 'Major Cancer' terminology as set out under the Life Insurance Association Singapore (LIA) Critical Illness standard Definitions (Version 2019).
Medical Treatment	Any consultation, diagnosis, procedure, treatment, care, or other medical services provided by a Physician in Singapore.
Medically Necessary	<p>A Medical Treatment, service and/or supply which:</p> <ul style="list-style-type: none"> (a) is consistent with the diagnosis, duration of Hospitalisation and customary Medical Treatment, service and/or supply for an Illness or Injury; (b) must have been prescribed by a Physician in accordance with standards of good medical practice, consistent with current standard of professional medical care, and proven medical Benefits; (c) is not for the convenience of the Insured Member or the Physician; and (d) is not of an experimental, investigation or research nature, preventive or screening nature.
Period of Insurance	<ul style="list-style-type: none"> (a) the period between Effective Date and Expiry Date shown in the Certificate of Insurance; and (b) for any following period, for which Cover is extended by mutual agreement.
Physician	<p>A person qualified as a medical practitioner (other than an Insured Member or a member of his immediate family or his business associates including any business partners, employers or employees) by a medical degree in western medicine and duly licensed and registered with the relevant statutory medical board or council to provide Medical Treatment and who, in rendering treatment, is practicing within the scope of his licensing and training in Singapore.</p> <p>A reference to a "Physician" in this policy shall be construed to mean, wherever appropriate, a General Practitioner and/or a Specialist.</p>
Physiotherapist	A person (other than an Insured Member or a member of his immediate family or his business associates including any business partners, employers or employees) who is qualified by a duly accredited degree in physiotherapy and who is fully licensed and registered to practice as a Physiotherapist or is employed in a Hospital and who is practicing within the scope of his licensing and training in Singapore.
Policyholder	The owner(s) of this policy as named in the Policy Schedule and/or Certificate of Insurance.
Policy Schedule	The schedule to this policy which sets out the details of the Benefits under the policy. It may be amended by Us from time to time.

Pre-existing Condition	An Injury or an Illness which, prior to the date on which an Insured Member is first Covered under this policy: <ul style="list-style-type: none"> (a) has been diagnosed; (b) for which Insured Member has received medication, advice or treatment; (c) which Insured Member should reasonably, based on Our appointed Physician's opinion, have known about; or (d) for which Insured Member has experienced symptoms even if Insured Member has not consulted a Physician.
Radical Surgery	The total and complete removal of one of the following organs: breast (mastectomy), prostate (prostatectomy), corpus uteri (hysterectomy), ovary (oophorectomy), fallopian tube (salpingectomy), colon (colectomy) or stomach (gastrectomy). The diagnosis of the Carcinoma-in-situ must always be positively diagnosed upon the basis of a microscopic examination of fixed tissues additionally supported by a biopsy of the removed organ. Clinical diagnosis does not meet this standard.
Reasonable and Customary Charges	<p>This refers to charges for medical care which shall be considered by Us or by Our medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred when giving like or comparable treatment.</p> <p>We will base that calculation on a combination of Our global experience, statistical information provided by local health authoritative body and information collected from medical Specialists and Surgeons practicing in the country or area where the treatment is received.</p> <p>For the avoidance of doubt when comparing treatment, We will take into account the complexity of the procedure and the standard of the medical facility where the treatment is received. If the charges are higher than customary, We will only pay the amount which is, in Our experience, customarily charged and you will have to pay the rest. If your treatment requires more than one Specialist or Surgeon present at the same operative (surgical) session, We shall review the medical necessity in the management of such surgical problem or medical condition in terms of the different trained skills and complexity of the services provided as an identification to cover the total services. No additional benefits or cost is payable for surgical assistants.</p> <p>For medical treatment and services incurred in Singapore, We shall also reference the guidelines and published fee benchmarks provided by Singapore Ministry of Health (MOH). In the event that the particular eligible treatment or service is not stated on the MOH published fee benchmark, We reserve the right to base the reference charge or proportionately reduce any claim to reflect the average charge of 2 Physicians in the same specialty for the same surgical intervention or treatment.</p> <p>In the event of any differences in opinions between Our medical advisers or Physicians and your Physicians, Our medical advisers or Physicians' opinion shall prevail.</p>
Resident of Singapore	Singapore Citizens, a Permanent Residents (holders of re-entry permits) as well as holders of employment passes (Employment Pass or S Pass) residing in Singapore.
Services	(Without limitation) (i) the sale, underwriting, acceptance and maintaining of the policy, (ii) the provision of services relating to the policy and its termination or expiry, and (iii) the maintenance of Our overall relationship with you, including reinsurance, insurance, audit and administrative purposes.
Specialist	A Physician who is classified by the appropriate statutory health authorities in Singapore with special expertise in a selected medical specialty to treat the type of Injury or Illness for which a claim may be made, for treatment provided to the Insured Member. This excludes Allied health professionals including, but not limited to Clinical Psychologists, Occupational Therapist, Physiotherapists, Speech-Language Therapists, Diagnostic Radiographers and Radiation Therapists as specified by MOH.
Substantial Owner	Any individual entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.
Surgeon	A Specialist who is qualified to perform Surgery.
Surgery	A Medical Treatment of surgical intervention (includes day surgery).
Tax Authorities	Domestic or foreign tax, revenue, fiscal or monetary authorities or agencies.

Tax Certification Forms	Any forms or other documentation as may be issued or required by a Tax Authority or by Us from time to time to confirm your, or a Connected Person's, tax status.
Tax Information	Any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to your, or a Connected Person's tax status (regardless of whether you or such Connected Person is an individual or a business, non-profit or other corporate entity) and any owner, Controlling Person, Substantial Owner or beneficial owner of you or a Connected Person, that We consider, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. Tax Information includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).
We (Our/ Us / HSBC)	HSBC Life (Singapore) Pte. Ltd.

SECTION 2: ELIGIBILITY AND SCOPE

1. Participation

Eligible Member needs to be at the time of Effective Date of Cover:

- (a) Between Age 21 and Age 55; and
- (b) Resident of Singapore

To be eligible for Cover, all necessary information on the Insured Members to be covered should be provided upon request (We may ask for satisfactory evidence of insurability and eligibility, if needed).

Each Eligible Member shall be entitled to apply for one (1) Cover under this policy.

2. Termination of Insured Member's Cover

An Insured Member's Cover terminate upon occurrence of the earliest of the following:

- (a) The Expiry Date of Cover as specified in the Certificate of Insurance;
- (b) the Cover is cancelled or terminated by the Insured Member and/or Policyholder;
- (c) the Cover is cancelled due to non-payment of premium;
- (d) the policy lapses for non-payment of premium within the grace period;
- (e) if the Insured Member dies, regardless of the cause of death;
- (f) the Insured Member ceases to be an Eligible Member;
- (g) We terminate the policy due to war (declared or undeclared);
- (h) the Insured Member remains outside of his Country of Residence for a period in excess of one hundred eighty-five (185) consecutive days. In such event, the Insured Member's Cover will be terminated at 23:59 Standard Singapore Time on the 185th day after the Insured Member's departure from his Country of Residence; or
- (i) this policy being rendered void.

SECTION 3: DESCRIPTION OF BENEFITS

Benefits are payable if the insured event affects an Insured Member while he is covered under this policy. If an insured event occurs or commences while an Insured Member is covered, but continues or extends beyond the period of Cover, We will only pay Benefits pertaining to the period while the Insured Member was covered.

We will pay the Reasonable and Customary Charges incurred for Medically Necessary treatment(s) of an Illness, only if they are shown on the Certificate of Insurance subject to:

- a stipulated Co-payment (if any);
- up to the maximum number of payable days (if any); and
- up to the limits.

Benefits will not be payable for Cancer Care Support and/or Second Opinion if the date of diagnosis of Cancer to the Insured Member was made within thirty (30) days from the later of the Commencement Date, Effective Date or Reinstatement date of his Cover.

Benefits are classified into different policy limit type. Please refer to Certificate of Insurance for more details.

1. Cancer Care Support

If the Insured Member is Hospitalised due to Cancer while his Cover is in force.

This Benefit is only payable for the first instance suffered by an Insured Member and only once during the lifetime of this policy in respect of each Insured Member.

This Benefit is payable as one lump sum.

2. Second Opinion

If the Insured Member is diagnosed with Cancer while his Cover is in force, he can obtain the medical Second Opinion from another Specialist.

This Benefit is payable for the Specialist consultation charges incurred for seeking a second opinion for Cancer diagnosis. The number of visits covered by this Benefit is limited one per Insured Member per Period of Insurance.

The following are excluded:

- Specialist Consultation for non-Cancer diagnosis;
- Prescriptions; and
- Diagnostic procedures, tests, scans such as but not limited to x-ray, laboratory test, ultrasound, magnetic resonance imaging, computer tomography scan, positron emission tomography, barium test, gait scans.

Please provide the original bills or receipts You have paid for both initial and second consultation for Cancer diagnosis and send them together with Specialist's certification to Us for claims processing.

SECTION 4: POLICY EXCLUSIONS

This policy shall not cover situations listed below and any medical conditions arising therefrom:

1. All Pre-existing Conditions.
2. Routine or preventative physical examinations, investigation, medical check-up, vaccinations, treatments or follow-up consultations.
3. Vitamins or supplements whether prescribed or not.
4. Cryopreservation, or harvesting or storage of stem cells as a preventive measure against possible future disease/illness or Injury.
5. Items paid using gift cards, credit card points, or any cards or vouchers with stored monetary value.
6. Off the shelf toiletries such as, but not limited to shampoos, soaps, tooth-pastes, contraceptives, proprietary headache and cold cures nor do We pay for mouthwash, lotions, moisturisers, cleansers, shower gels, even if they are prescribed by a Physician.
7. Administrative expenses and non-medical personal service and other ineligible non-medical items.
8. Outpatient treatment, traditional Chinese medicine and its related treatment, except as specifically covered under this policy.
9. Dental care and its related treatment including treatment of Temporo-Mandibular Joint disorder, bruxism, problems relating to the teeth, gums and jaw unless it is necessary to treat or replace sound natural teeth damaged or lost as a result of Accident.
10. Pregnancy, childbirth, abortion, miscarriage, infertility, pre and post-natal care and all complications arising therefrom except as specifically covered under this policy; Birth control measures, assisted reproduction, sterilisation (or its reversal) or any events arising out of or in connection thereto.
11. Circumcision unless Medically Necessary, varicocele, impotence, erectile dysfunction or any consequence of it.
12. Sickness or disease directly or indirectly arising from sexually transmitted disease, Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV), except as specifically covered under this policy.
13. Congenital Conditions or genetic defects or developmental conditions including hereditary conditions existing from the time of birth regardless of the time of discovery of such anomalies or defects, except as specifically covered under this policy.
14. Psychological disorders, personality disorders, mental conditions or behavioral disorders, including any addiction or dependence arising from these disorders such as gambling or gaming addiction, post-traumatic stress disorder, stress, anxiety and depression, except as specifically covered under this policy.
15. Treatment for Illness or Injury caused directly or indirectly by abuse or misuse of drugs, substances or alcohol.
16. Suicide, self-inflicted injuries and any attempt thereat, whether sane or insane.

17. Eye tests, refractive errors of the eyes and its related conditions, spectacles and contact lenses except as specially covered under this policy.
18. Major organ transplant and its related Medical Treatment(s) or Surgery, except as specifically covered under this policy.
19. Provision of Implants, medical appliances and prosthetic devices such as but not limited to hearing aids, wheelchairs, artificial limbs, lenses, breast and penile implants and dialysis machine, except as specifically covered under this policy.
20. Experimental or pioneering medical or surgical techniques and medical devices not approved by the Institutional Review Board and the Centre for Medical Device Regulation and medical trials for medicinal products whether or not these trials have a clinical trial certificate issued by the Health Sciences Authority of Singapore.
21. Genetic tests, nor for any counselling made necessary following genetic tests, even when those tests are undertaken to establish whether or not Insured Member may be genetically disposed to the development of a medical condition in the future.
22. All types of learning disorders, educational problems, behavioral problems, physical development problems, or psychological development problems, including assessment or grading of such problems.
23. Cosmetic or plastic Surgery.
24. Treatment of acne and loss of hair.
25. Treatment of obesity or any medical condition which arises from, or is related to, obesity in any way including but not limited to the use of gastric banding or stapling, weight improvement; supplements or medications for weight loss or weight improvement.
26. Any removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons.
27. All types of sleep disorder including snoring, insomnia, obstructive sleep apnea or sleep study test.
28. Robotic Surgery, unless it has been established that the treatment is recognised as appropriate by an authoritative medical body, and We have agreed in writing on the cost with the Physician or the medical institution prior to the surgery.

SECTION 5: GENERAL CONDITIONS

1. Liability

We will have no liability to pay any Benefits under this policy if Insured Member:

- (a) fail 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 and upon each renewal;
- (b) fail to properly observe and fulfill the terms and conditions of this policy;
- (c) make any untrue statement;
- (d) omit, suppress or incorrectly state any material information affecting the risk;
- (e) make any claim that is fraudulent or exaggerated, or make any false declaration or statement in support of a claim.

2. Accuracy of Information

If the Age or date of birth or other relevant facts relating to an Insured Member shall be found to have been misstated and if such misstatement affects the scale of Benefits or has anything to do with the terms and conditions of this policy, the true Age and facts shall be used in determining whether insurance is in force under the terms of this policy and the Benefits payable therefrom, and an equitable adjustment of premiums shall be made.

Where a misstatement of Age or other relevant facts has caused a Member to be insured hereunder where he is otherwise ineligible for any insurance, or where such statement has caused a member to remain insured when he would otherwise be disqualified in accordance with the terms and limitations of this policy, his entire Cover shall be void and there shall be a return of premiums paid in respect of the member, provided always that where there is fraud on the part of the Policyholder or Insured Member, no premiums paid are to be returned.

3. Free-Look Period

There is no free look provision in this policy.

4. Cancellation of Cover

- (a) You have the right to cancel this policy at any time by giving Us at least thirty (30) days' written notice.
- (b) We have the right to cancel this policy or any section or part of it by giving you thirty (30) days' written notice.

5. Payment of Benefits

Any Benefits payable under this policy shall be paid to the Insured Member. The Insured Member receipt of any Benefit payable under this policy shall in all cases be deemed final and complete discharge of all Our liability.

6. Claim Procedures

- (a) Claim shall be submitted to Us within thirty (30) days of the occurrence of any event or thirty (30) days from the expiry of this policy for which the claim is made, accompanied by the necessary supporting evidence of the occurrence, character and extent of loss.
- (b) All certificates, receipts, information and evidence required by Us shall be in the English language and be supplied free of expense to Us, in the form prescribed by Us. If the said documents are in a language other than the English language, We will require a certified translation in English with a signed statement declaring that the translation is an accurate and true representation of the original document.
- (c) 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, unless it can be shown that there is a good reason for the failure and that the notice and proof of claim were given as soon as reasonably possible.
- (d) We shall have the right and the opportunity through Our medical representatives to examine any Insured Member 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.

7. Specific Claim Conditions

We are not obliged to pay the ongoing costs of continuing, or similar, treatment, even where We have previously paid for this type of or similar treatment, if it is subsequently noted that this claim is in fact not eligible.

8. Expenses Covered by Other Sources

If Insured Member is entitled to claim Benefits under the Work Injury Compensation Act (Cap. 354), other group or individual insurance policies, any governmental programme or insurance provided by law, the Benefits payable will be limited to the balance of the expenses not covered by those other group or individual insurance policies, governmental programme or insurance provided by law.

9. Notices to HSBC

Any notice sent to Us for the purposes of this policy will only be considered accepted if it is received at our registered Correspondence Address.

10. Despatch of Documents, Cheques and Notices

Any document, cheque or written notice will be sent by post to the Policyholder's address held in our records at the relevant time. We will not be responsible for any consequences resulting from the Policyholder's failure to notify Us of any change of address.

11. Legal Proceedings

No legal action may be brought against Us:

- (a) until sixty (60) days have passed since the date of notice and proof of claim were filed; and
- (b) if more than two (2) years have passed since notice and proof of claim were required to be submitted.

12. 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 and finally resolved by arbitration in Singapore with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

13. Rights of Third Parties

A person or any entity who is not a party to this policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap.53B) and any amendments or modifications thereof to enforce any of its terms.

14. 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.

15. Alterations

We reserve the right to vary the Benefits, Cover and amend the terms and conditions of this policy, and such amendment will be applicable from the next renewal of this policy. No alteration to this policy shall be valid unless approved in writing by Our authorised representative and reflected in an Endorsement. No intermediary has the authority to amend or to waive any of the terms and conditions of this policy. If the Policyholder requests for the terms of this policy to be changed, we may require documents or information to be provided at the Policyholder's expense to support the request.

16. Currency and Law

All amounts payable either to or by Us will be payable in Singapore currency. Charges incurred in any other currency shall be payable in Singapore dollars on the basis of the exchange rate in effect on the date such charges were incurred as stipulated by Us.

This policy is issued under, governed by, construed and interpreted in accordance with the laws of Singapore. The courts of Singapore have jurisdiction to settle any dispute relating to, arising out of or in connection with this policy including a

dispute regarding the existence, validity or termination of this policy. However, we shall not be prevented from taking proceedings relating to a dispute in the courts of any other jurisdiction.

17. Clerical Error

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

18. Incontestability

Unless there has been fraud or there are outstanding premiums, we will not contest the validity of (i) this policy, provided this policy has been in force for one (1) year, or (ii) an Insured Member's Cover, provided the Cover has been in force during his lifetime for more than one (1) year, from:

- the Commencement Date of this policy or Cover; or
- the Reinstatement date of this policy or Cover.

whichever is latest, and provided that the claim is not excluded under this policy.

19. Sanction Clause

Under no circumstances shall this insurance contract be deemed to provide Cover and no liability be incurred 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 the sanctions laws and regulations of United Nations Security Council ("UN"), the United Kingdom ("UK"), the Hong Kong Special Administrative Region ("HK"), the European Union ("EU"), the United States of America ("US") or Singapore.

20. Illegality Clause

Under no circumstances shall this policy be deemed to provide Cover and no liability be incurred to pay or provide any Benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such Benefit would cause Us to be in breach of, or expose Us to any prohibition, or restriction under the laws or regulations of Singapore.

21. Data Protection

Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

Your attention is drawn to the fact that laws relating to data protection may not have extra-territorial effect and should be taken into consideration together with anti-money laundering and countering the financing of terrorism laws and regulations. Our service providers may be required by law to disclose Customer Information to third parties. Such circumstances include the service provider being compelled to disclose the Customer Information pursuant to the Authorities, police investigations and criminal prosecutions.

22. Tax Compliance

You acknowledge you are solely responsible for understanding and complying with your tax obligations (including but not limited to, payment of any tax deduction or withholding tax or filing of returns or other required documentation relating to the payment of all relevant taxes) and other payment obligations in accordance with the applicable laws in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by Us and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of Your place of domicile, residence, citizenship or incorporation. We and/or any member of the HSBC Group do not provide tax advice. You are advised to seek independent legal and/or tax advice. We and/or any member of the HSBC Group have no responsibility in respect of Your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by Us and/or members of the HSBC Group.

With regard to your obligation to pay any tax deduction or withholding tax under any applicable law at any time with respect to your payment of premium or other amounts made to Us, then you are liable (i) to pay Us the premium and/or such other amounts as if no such deduction or withholding have been made; (ii) to pay the full amount of such deduction or withholding to the relevant taxation authority or other authority in accordance with applicable law; and (iii) to provide Us with the evidence of such payment. Your payment of premium and other amounts made to Us hereunder shall be made without any deduction or withholding and free of any set off or counterclaim.

23. Financial Crime Risk Management Activity

We, and members of the HSBC Group, are required, and may take any action considered appropriate, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (“**Financial Crime Risk Management Activity**”). Such action may include, but is not limited to:

- (a) screening, intercepting and investigating any instruction or communication by you or a Connected Person, or on your or a Connected Person’s behalf;
- (b) investigating the source of or intended recipient of funds;
- (c) combining Customer Information with other related information in the possession of the HSBC Group; and/or
- (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your or Connected Person’s identity and status.

To the extent permissible by law, neither We nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss whether incurred by you or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

24. 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 Us or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).