

GROUP PERSONAL ACCIDENT - 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 that independently of any other cause is the sole and direct cause of bodily Injury and excludes any Illnesses or diseases.
Accidental Death	Death resulting solely and directly from an Injury.
Accidental Permanent Total Disability	Total and permanent disability arising from an Injury sustained by the Insured Member including: (a) A total and permanent disability such that there is neither then nor at any time thereafter any work, occupation or profession that the Insured Member can ever sufficiently do or follow to earn or obtain any wages, compensation or profit for at least six (6) continuous months after the start of the disability; (b) Loss of or the permanent total Loss of use of two limbs; (c) Permanent total Loss of both eyes; or (d) Loss of or the permanent total Loss of use of one limb and Loss of sight of one eye.
Age	The 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 when a claim made under this policy is accepted.
Certificate of Insurance	The certificate issued by Us to an Insured Member which sets out the details of the Benefits under the policy.
Compliance Obligations	Obligations of any member of the HSBC Group to comply with: (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.
Connected Person	A person or entity other than an Insured Member whose information (including Personal Data or Tax Information) is provided by, or on behalf of, such Insured Member 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 the Insured Member's representatives, agents or nominees, or any other persons or entities having a relationship to the Insured Member that is relevant to the Insured Member's 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).
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 the Insured Member's 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 an Insured Member's Personal Data, confidential information, and/or Tax Information or that of an Insured Member's Connected Person.
Effective Date	The date on which the Cover of the Insured Member under this policy has become effective as set forth in the Certificate of Insurance.
Eligible Member	As defined in Section 2, Clause 1.
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 Policyholder and Us when Our obligation to pay the Benefits under the policy ceases. It is shown in the Certificate of Insurance.
Extreme Sports	Any sport that presents a high level of inherent danger (that is, involving exceptional speed, physical exertion and height, high level of expertise or highly specialised gear or stunts) including but not limited to big wave surfing, white water rafting (Grade 4 and above), cliff jumping, horse jumping, racing or motor rallies, off-piste skiing, potholing, ultra-marathons and stunt riding.
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 22.
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.
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.
Insured Member(s)	The person/persons so described in the Certificate of Insurance.
Loss	Physical severance or permanent and irrecoverable functional disablement of the body member, which is beyond remedy by surgical or other treatment.
Medical Treatment	Any consultation, diagnosis, procedure, treatment, care or other medical services provided by a Physician.
Personal Data	Any data relating to an individual, whether true or not, from which the individual can be identified, whether with other data or other information We are likely to have access to or otherwise, including, without limitation, sensitive personal data.
Physician	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 the geographical area of practice. A reference to a "Physician" in this policy shall be construed to mean, wherever appropriate, a General Practitioner and/or a Specialist.
Policyholder	The owner(s) of this policy as named in the Certificate of Insurance.
Pre-existing Condition	An Injury or Illness: (a) which has been diagnosed; (b) for which the Insured Member has received medication, advice or treatment; (c) which the Insured Member should reasonably, based on Our appointed Physician's opinion, have known about; or (d) for which the Insured Member has experienced symptoms even if the Insured Member has not consulted a Physician, in each case, prior to the date on which an Insured Member is first covered under the policy.

Resident of Singapore	Singapore Citizens, and 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 an Insured Member, including reinsurance, insurance, audit and administrative purposes.
Specialist	A Physician who is classified by the appropriate statutory health authorities in the geographical area of his practice as a Physician 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 Singapore Ministry of Health.
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.
Sum Insured	The amount of insurance coverage effected under this policy in respect of an Insured Member as stated in Certificate of Insurance.
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 an Insured Member's, or a Connected Person's, tax status.
Tax Information	Any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to an Insured Member's, or a Connected Person's tax status (regardless of whether the Insured Member 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 an Insured Member 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 who on the Effective Date:

- (a) is aged between Age 21 and Age 55; and
- (b) is a Resident of Singapore

To be eligible for Cover, all necessary information on an Insured Member 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 terminates upon the occurrence of the earliest of the following:

- (a) the Expiry Date of Cover as specified in that Insured Member's 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) the Insured Member dies, regardless of the cause of death;
- (f) the Insured Member ceases to be an Eligible Member;
- (g) a claim made in respect of his Cover is accepted by Us;
- (h) We terminate the policy due to war (declared or undeclared);
- (i) 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; and
- (j) this policy being rendered void.

SECTION 3: DESCRIPTION OF BENEFITS

The Benefits become payable if an Insured Member sustains an Injury while this policy is in force.

1. **Accidental Death or Accidental Permanent Total Disability**

If the Insured Member sustains an Injury which directly results in Accidental Death or Accidental Permanent Total Disability, We will pay a lump sum Benefit up to the specified limit in the Certificate of Insurance.

2. **Family Support Fund**

If the Insured Member sustains an Injury which directly results in Accidental Death or Accidental Permanent Total Disability, We will pay a lump sum Benefit up to the specified limit in the Certificate of Insurance.

3. **Credit Card Assurance**

If the Insured Member sustains an Injury which directly results in Accidental Death or Accidental Permanent Total Disability, We will pay a lump sum Benefit up to the specified limit in the Certificate of Insurance.

Special Conditions

1. **Unavoidable exposure to natural elements**

Where an Accident occurs and the Insured Member suffers a Loss due to unavoidable exposure to the natural elements, the Loss shall be covered under this policy.

2. **Disappearance of body**

Where an Accident occurs and the body of the Insured Member cannot be found within one (1) year after the date of the disappearance regardless of the mode of conveyance of the Insured Member at the time of the Accident, We will presume that the Insured Member has suffered an Injury resulting in Accidental Death.

3. **Duplication of Cover**

If the Insured Member is covered under more than one (1) Cover under this policy, We will regard the Insured Member as covered under the policy in respect of which the Certificate of Insurance was issued earlier for the purpose of a claim.

The Insured Member's Cover and the Cover provided to him under all other supplementary contracts issued under this policy will automatically terminate when we accept a claim made.

SECTION 4: POLICY EXCLUSIONS

No Benefit will be payable for any event caused directly or indirectly, wholly or partly, by any one of the following occurrences:

1. Insured Member's participation in a riot or civil commotion, violation or attempted violation of law, or resistance to lawful arrest or imprisonment.
2. Insured Member engaging in or taking part in acts of terrorism, nuclear contamination, biological contamination or chemical contamination.
3. Insured Member engaging or taking part in war, act of foreign enemy (whether war is declared or not),, invasion, civil war, riot, rebellion, insurrection, revolution, overthrow of a legally constituted government, explosions of war weapons, or any event similar to the one listed.
4. Insured Member's unlawful act or wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.
5. Any Pre-existing Condition, congenital condition, illness, disease, physical infirmity or any mental, psychiatric and/or nervous disorders including anxiety or depression or sleep disorders.
6. Insured Member being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any drug unless it was prescribed by a Physician and taken in accordance with the Physician's advice.
7. Insured Member taking part in flying or other aerial activities except as a fare-paying passenger in a licensed passenger-carrying aircraft.
8. Ionising radiations, or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel; Radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
9. Insured Member's participation in the following activities:
 - (a) Mountaineering that entails the use of specific climbing equipment and ropes
 - (b) Hiking or trekking above 3,500 meters sea level
 - (c) Expedition to generally inaccessible and remote areas of a country or areas previously unexplored
 - (d) Extreme SportsThe exclusion on Extreme Sports does not apply to:
 - i. sports that are open to the general public without restriction (other than height or general health warnings) and Insured Member are participating under the supervision of qualified guides and complying with the rules and regulations of the activity.
 - ii. these activities if participating for leisure - parachuting, sky diving, bungee jumping, rock climbing, hang-gliding, non-competitive winter sports.
10. Insured Member participation in underwater activities which require the use of artificial breathing apparatus. This exclusion does not apply to leisure scuba diving no deeper than 30 meters under the supervision of a qualified diving instructor or if Insured Member hold a PADI certification (or the equivalent) and diving with a buddy who holds a PADI certification (or the equivalent).
11. Any Injury or Accidental Death arising from these occupations whilst performing these occupational activities: -
 - (a) Serving full time in the military, airforce, navy, police and civil defence (other than serving Singapore reservist training);
 - (b) Entertainer, stuntman, jockey, armed security guard;
 - (c) Off-shore rig worker, diver, fisherman, electrician, wood working, welding;
 - (d) Working onboard air or sea vessel and shipyard worker;
 - (e) Underground worker in tunnel or quarry, construction worker;
 - (f) Driving or riding as a passenger in or on any vehicle engaged in any race, speed test or endurance test;
 - (g) Any occupation dealing with explosives or hazardous substances;
 - (h) Working at heights above 30 feet; or
 - (i) Any sports that are played in a professional capacity or in competition involving prize money, donations, sponsorship or reward of any kind.

SECTION 5: GENERAL CONDITIONS

1. Limitation of Liability

We will not pay any Benefits under this policy if an Insured Member:

- (a) fails to fully and truthfully disclose to Us, all material information known (or which could reasonably be expected to be known), before inception of this policy;
- (b) fails to properly observe and fulfill the terms and conditions of this policy;
- (c) makes any untrue statement;
- (d) omits, suppresses or incorrectly states any material information affecting the risk insured;
- (e) makes any claim that is fraudulent or exaggerated, or makes 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.

Where a misstatement of Age or other relevant facts has caused an Insured Member to be insured hereunder where he is otherwise ineligible for any insurance, or where such statement has caused an Insured 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.

3. Free-Look Period

There is no free look provision in this policy.

4. Cancellation of Cover

- (a) Any Insured Member has the right to cancel this Cover 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 the Policyholder and the relevant Insured Member(s) thirty (30) days' written notice.

5. Payment of Benefits

We will pay the Benefits to the relevant Insured Member or the estate of the relevant Insured Member after we have assessed the information provided by the claimant, and such payment made shall in all cases be considered final and complete discharge of all Our liability in respect of such Insured Member under this policy.

6. Claim Procedures

If an Insured Member sustains an Injury which directly results in Accidental Death or has sustained an Accidental Permanent Total Disability, written notice and proof of the claim must be given to us within thirty (30) days from the date of the death or the Accidental Permanent Total Disability, which shall be certified and confirmed by a Physician.

Failure to comply with the time and procedures stipulated in this clause will not invalidate the claim, unless it can be shown to Our satisfaction that there is a good reason for the failure and that the notice and proof of claim were given as soon as reasonably possible.

We will only consider a claim if:

- (a) all required documents, evidence and information are provided at the claimant's own expense; and
- (b) all documents, evidence and information provided satisfy our requirements on notice and proof of claim.

An Insured Member's Cover and the Cover provided to him under all other supplementary contracts issued under this policy will automatically terminate when we accept a claim made.

7. Notices

Any notice sent to Us for the purposes of this policy will only be considered accepted if We receive it at Our Correspondence Address.

8. Despatch of Documents, Cheques and Notices

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

9. Differences in Opinion

In the event of any differences in opinion between Our Physician and an Insured Member's Physician, Our Physician's opinion shall prevail.

10. Legal Proceedings

No legal action may be brought against Us:

- (a) until sixty (60) days have passed since the date the 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.

11. Applicable Law/Jurisdiction

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

12. Mediation

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.

13. Rights of Third Parties

Except to the extent expressly set out in this policy, a person or any entity who is not a party to this policy will have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the provisions of this policy.

14. Non-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

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.

16. Currency Exchange Rate

Payment of all claims and Benefits will be made in Singapore dollars. 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.

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. Sanctions Clause

Under no circumstances shall this policy 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, the United Kingdom, the Hong Kong Special Administrative Region, the European Union, the United States of America or Singapore.

19. 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.

20. 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.

The Insured Member's 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 a court order, requests from governmental or regulatory authorities, police investigations and criminal prosecutions.

21. Tax Compliance

The Insured Member acknowledges he is solely responsible for understanding and complying with his 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 the Insured Member's place of domicile, residence, citizenship or incorporation. We and/or any member of the HSBC Group do not provide tax advice. The Insured Member is advised to seek independent legal and/or tax advice. We and/or any member of the HSBC Group have no responsibility in respect of the Insured Member's 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 an Insured Member's obligation to pay any tax deduction or withholding tax under any applicable law at any time with respect to the Insured Member's payment of premium or other amounts made to Us, then the Insured Member is 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. The Insured Member's payment of premium (if any) and other amounts made to Us hereunder shall be made without any deduction or withholding and free of any set off or counterclaim.

22. 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 an Insured Member or a Connected Person, or on an Insured Member's 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 an Insured Member's 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 any Insured Member or any third party in respect of any loss whether incurred by an Insured Member 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.

23. Policy Owner's Protection Scheme

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for an Insured Member's policy is automatic and no further action is required from the Insured Member. 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 LIA or SDIC websites (www.lia.org.sg www.sdic.org.sg).