

# LifeSaver Personal Accident Insurance

This document sets out the terms and conditions of the group insurance issued to Liberty Wireless Pte. Ltd., the digital telecommunications operator behind the Circles.Life brand ("Circles.Life"), as Policyholder for the benefit of their customers ("Insured Persons") who have successfully purchased a Personal Accident Insurance add-on cover to their monthly mobile subscription plan. Purchase of insurance cover for the Insured Person will only be allowed if the group insurance Policy is in force and a Certificate of Insurance will be issued to the Insured Person once purchase is successful. This Policy is underwritten and issued by AXA Insurance Pte Ltd ("AXA").

Having received and accepted payment of the premiums required, We will provide the cover shown in the Policy, up to the sums insured or limits of indemnity stated herein. This Policy shall take effect on the date specified in the Policy schedule and will expire after a period of 12 months. The insurance cover for each Insured Person shall become effective on the date specified in the Certificate of Insurance and continue for the Period of Insurance specified, ending at 23:59 Standard Singapore Time on the last day of the Period of Insurance.

The Insured Person will have the right to make claims on his or her own behalf with AXA as persons insured under this Policy within the relevant terms, conditions, exclusions and claims procedures as set out herein.

# (A) SUMMARY OF BENEFITS

Benefits	up to the Sum Insured (SGD)
1. Accidental Death (AD)/Permanent Disablement (PD)	\$100,000
2. Accidental Medical Expenses	\$2,000 per Accident
3. Accidental Hospital Recuperation Allowance	\$250 lump sum
4. Mobility Aid Expenses	\$2,000 per Accident
5. Home Modification	\$5,000

# (B) ELIGIBILITY AND SCOPE OF COVERAGE

- 1. The Insured Person is eligible for cover under this Policy if he or she:
  - (a) holds a valid Singapore identification document such as a Singapore NRIC, Employment Pass, Work Permit, Long Term Visit Pass, Student Pass or Dependent's Pass and is living and/or working in Singapore; and
  - (b) is between 18 and 65 years old (both ages inclusive) on the effective date of the insurance cover; and
  - (c) has a valid monthly Circles.Life mobile subscription plan at the commencement of the insurance cover.
- This Policy covers the Insured Person on a worldwide basis, provided that the maximum period outside Singapore is not more than 182
  consecutive days at any one time, in which event, the cover will cease automatically at 23:59 Standard Singapore Time on the 182nd day after
  the date of departure from Singapore

# (C) DESCRIPTION OF BENEFITS

Important Note: This is a personal accident policy and benefits will only be payable when an Accident occurs and during the Period of Insurance.

# SECTION 1 - ACCIDENTAL DEATH/ PERMANENT DISABLEMENT

If, during the Period of Insurance, the Insured Person sustains Injury which directly results in death or Permanent Disablement within 12 months of the Accident, We will pay the percentage of the Sum Insured based on the Injury described in the Table of Compensation, up to the specified limit under this Section.

#### **Table of Compensation**

Coverage			% of Sum Insured under Section 1
	1	Accidental Death	100%

2	Permanent Total Disablement	150%
3	Loss of two Limbs	150%
4	Loss of one Limb and Loss of Sight of one eye	125%
	Loss of Sight of	
5	(a) Both eyes	150%
	(b) One eye	100%
6	Loss of one Limb	100%
7	Loss of Speech and Loss of Hearing	150%
	Loss of Hearing	
8	(a) Both ears	100%
	(b) One ear	30%
9	Loss of Speech	75%
	Loss of four Fingers and thumb of	
10	(a) Right hand	85%
	(b) Left hand	65%
	Loss of four Fingers of	
11	(a) Right hand	55%
	(b) Left hand	45%
	Loss of one Thumb	
	(a) Both right phalanges	40%
12	(b) One right phalanx	35%
	(c) Both left phalanges	30%
	(d) One left phalanx	20%
	Loss of Fingers	
	(a) Three right phalanges	20%
	(b) Two right phalanges	15%
13	(c) One right phalanx	10%
	(d) Three left phalanges	15%
	(e) Two left phalanges	10%
	(f) One left phalanx	5%
	Loss of Toes	
	(a) All the toes of one foot	25%
14	(b) Two phalanges of the big toe	10%
	(c) One phalanx of the big toe	10%
	(d) Each toe other than the big toe	2%
15	Loss of kidney	25%
16	Loss of spleen	20%
17	Fractured leg or patella with established non-union	20%
18	Shortening of leg by at least 5cm	10%

# Additional conditions applicable to SECTION 1:

- 1. The total compensation payable in respect of any loss due to the same Accident is arrived at by adding together the various percentages but shall not exceed 150% of the Sum Insured;
- 2. If the Insured Person is left-handed, the compensation percentage in Items 10 to 13 shall be reversed whereby the greater compensation percentage shall apply to the left hand and parts thereof;
- 3. If a claim is payable for Loss of; a whole part of the body, a claim for any component of that part cannot also be made.
- 4. In the event of Permanent Disablement not specified in the Table of Compensation above, the percentage of compensation shall be assessed at Our discretion, without reference to the Insured Person's profession or Occupation.

#### **SECTION 2 - ACCIDENTAL MEDICAL EXPENSES**

If, during the Period of Insurance, the Insured Person sustains Injury, We will reimburse the Reasonable and Customary Medical Expenses incurred for treatment within 12 months of the Accident, up to the specified limit under this section.

The following benefits are covered under this section and the amount paid out for these benefits will be deducted from the Sum Insured under this section.

# (a) Insect/Animal Bites and Dengue Fever

We will cover the Medical Expenses incurred if the Insured Person sustains Injury caused by an insect or animal bite including dengue fever provided that the Injury does not arise as a result of the Insured Person's willful or intentional act.

#### (b) Food and Drink Poisoning

We will cover the Medical Expenses incurred if the Insured Person sustains Injury as direct consequence of food and drinks poisoning arising from contamination by toxic chemicals or introduction of foreign bodies but excluding illness resulting from presence of microorganisms in food and drinks.

#### (c) Accidental Miscarriage

We will cover the Medical Expenses incurred if the Insured Person suffers a miscarriage due solely to an Accident and is not attributed to any natural causes and/or sickness relating to pregnancy or childbirth.

#### Special conditions applicable to SECTION 2:

- (a) The total We will pay for Medical Expenses shall not exceed the Sum Insured in that Period of Insurance in which the Injury was sustained.
- (b) If the Insured Person is reimbursed for the Medical Expenses by any other source for the same Injury, We will only pay for the excess of the amount recovered from such other source, but not exceeding the Sum Insured under this section.

# **SECTION 3 - ACCIDENTAL HOSPITAL RECUPERATION ALLOWANCE**

If, during the Period of Insurance, the Insured Person sustains Injury and is Hospitalised within 30 days of the Accident, We will pay the lump sum benefit provided the Hospitalisation is more than 48 hours. Any subsequent Hospitalisation resulting from the same Injury is not payable.

#### **SECTION 4 - MOBILITY AID EXPENSES**

If, during the Period of Insurance, the Insured Person sustains Injury which directly results in the purchase or rental of a mobility aid (including but not limited to a crutch, wheelchair or artificial limbs) and hearing aids as prescribed by the attending Doctor, We will reimburse the expenses incurred up to the specified limit under this section.

#### **SECTION 5 - HOME MODIFICATION**

In the event that at least fifty percent (50%) of the Permanent Disablement benefit under SECTION 1 is paid out for the same Accident and the attending Doctor prescribes modifying the Insured Person's permanent residence in Singapore to facilitate his or her mobility, We will reimburse the actual costs of modification up to the specified limit under this section.

Such home modification may include a lift, necessary ramps, railings and hand bars.

# (D) EXTENSION OF BENEFITS

The following benefits are included in respect of an Accident which occurs during the Period of Insurance, subject to the terms and conditions of the Policy:

#### 1. Strike, Riot, Civil Commotion

We will cover the Insured Person against Injury due to Strike, Riot, Civil Commotion provided that such event did not arise as a result of or in connection with the Insured Person's collaboration or provocation of such act.

'Strike, Riot, Civil Commotion' means disturbance of public peace with the presence of violence or threats of violence created by a gathering of civilians (organised or unorganised) usually against a governing body or the policies thereof and including any action of government authority to suppress such gathering.

#### 2. Motorcycling

We will cover the Insured Person against Injury whilst motor-cycling (whether as a rider or a pillion-rider) provided that he or she is not engaging in or practising for any racing or hill climbing contests, reliability trials and speed or duration testing at the time of the Accident.

# Reservist Training

We will cover the Insured Person against Injury whilst he is undergoing peacetime reservist training (under Section 14 of the Enlistment Act, Cap. 93 of the Republic of Singapore) but not exceeding 40 days.

# 4. Hijack, Murder and Assault

We will cover the Insured Person against Injury as a result of Hijack, Murder and Assault provided that such event did not arise as a result of or in connection with the Insured Person's collaboration or provocation of such act.

# 5. Suffocation by Smoke, Poisonous Fumes, Gas and Drowning

We will cover the Insured Person against Injury as a result of suffocation by smoke, poisonous fumes, gas and drowning provided that such event did not arise as a result of the Insured Person's wilful or intentional act or if such event could not have reasonably been avoided by the Insured Person.

# 6. Exposure and Disappearance

We will cover the Insured Person against Injury as a result of exposure to the natural Elements.

If, during the Period of Insurance, the Insured Person disappears following the sinking or wrecking or destruction of the air or sea conveyance in which the Insured Person was travelling in and the body has not been found within 12 months of the date of that disappearance, he or she will be deemed to have suffered death due to an Accident and We will pay the Accidental Death benefit under SECTION 1. However, if the Insured Person is subsequently found to be living, any benefit paid must be immediately refunded to Us.

# (E) GENERAL EXCLUSIONS (Applicable to the whole Policy)

We will not pay for claims directly or indirectly arising from: -

- 1. The Insured Person'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.
- 2. Any Pre-Existing Medical Condition, congenital condition, Illness, disease, mental defect or infirmity, or insanity. This exclusion does not apply to bacterial infection that is the direct result of an Accidental cut or wound.

- Pregnancy, childbirth, abortion, miscarriage and all complications arising from such conditions, except where such treatment is rendered necessary by Injury.
- 4. Under the influence or effects of alcohol or drugs unless properly prescribed by a Doctor and taken as prescribed.
- 5. Taking part in flying except as a fare-paying passenger in a licensed passenger-carrying aircraft.
- 6. War, invasion, act of foreign enemy hostilities (whether war is declared or not), rebellion, insurrection, act of terrorism, military or usurped power.
- 7. 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.
- 8. Participation in the following activities:
  - (a) Extreme Sports. This exclusion does not apply to these activities if participating for leisure parachuting, sky diving, bungee jumping, rock climbing, hang-gliding, non-competitive winter sports.
  - (b) Mountaineering that entails the use of specific climbing equipment and ropes.
  - (c) Hiking or trekking above 3,500 meters sea level.
  - (d) Expedition to generally inaccessible and remote areas of a country or areas previously unexplored.
  - (e) Any sports that are played in a professional capacity or in competition involving prize money, donations, sponsorship or reward of any kind.

This exclusion does not apply to sports that are open to the general public without restriction (other than height or general health warnings) and the Insured Person is participating under the supervision of qualified guides.

- 9. Participation in underwater activities which require the use of artificial breathing apparatus. This exclusion does not apply to leisure scuba diving where the Insured Person:
  - (a) is diving no deeper than 30 meters under the supervision of a qualified diving instructor; or
  - (b) holds a PADI qualification (or its equivalent) and is diving with a buddy of similar caliber.
- 10. Any Injury arising whilst performing these activities in relation to one's Occupation:
  - (a) Working full time in the military, airforce, navy, police or civil defence
  - (b) Working as a Professional Sportsman, motor car/bike racer, entertainer, stuntman, jockey or as an armed security guard.
  - (c) Working on an off-shore rig, or as a diver, fisherman, electrician, carpenter or welder.
  - (d) Working onboard air or sea vessel and shipyard worker.
  - (e) Working underground in a tunnel, a quarry or as a construction worker.
  - $(f) \qquad \text{Working in any Occupation that deals with explosives or hazardous substances}.$
  - (g) Working at heights above 30 feet.
- 11. When the Insured Person travels in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Sudan, Syria or Venezuela.

# (F) GENERAL CONDITIONS (Applicable to the whole Policy)

#### 1. Reasonable Care

The Insured Person must act in a prudent manner and exercise reasonable care to prevent an Accident.

# 2. Liability

We will have no liability to pay any benefits under this Policy if the Insured Person:

- (a) Fails to fully and truthfully disclose to Us, all material information known (or which could reasonably be expected to be known), before inception of his or her cover and upon each renewal;
- (b) Fails to properly fulfil the terms and conditions of this Policy;
- (c) Makes any untrue statement; or
- (d) Omits, suppresses or incorrectly states any material information affecting the risk.

#### 3. Renewal

This Policy is renewable at Our option, subject to underwriting requirements being fulfilled and at the applicable premium rate.

# 4. Cancellation/ Termination of Cover

- (a) We reserve the right to cancel, revise or reprice the Policy by giving the Policyholder, thirty (30) days written notice. In the event of cancellation, We will return the pro rata unearned portion of any premium provided no claim has been paid prior to the cancellation of the Policy.
- (b) The Policyholder may also cancel the Policy at any time by giving thirty (30) days written notice to Us. There will be no refund of premium.
- (c) If the Agreement with the Policyholder is terminated, the Insured Person shall continue to be covered until the expiry of his or her Period of Insurance as specified in the Certificate of Insurance provided that premium has been paid for that period.

#### 5. Automatic Termination

The Insured Person's cover shall automatically terminate on the earliest happening of any one of the following events:

(a) the Insured Person's death; or

- (b) when the Insured Person no longer satisfies any of the eligibility requirements set out in this Policy; or
- (c) when We have paid 100% of the full Sum Insured under Section 1.

#### 6. Mediation/Arbitration

All disputes and differences arising out of or in connection with this Agreement shall be referred to mediation between the parties and if mediation fails, such disputes or differences shall be referred to arbitration in Singapore in accordance 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 arbitrator. The language of arbitration shall be English.

#### 7. Subrogation

We have the right to proceed with recovery at Our expense in the Insured Person's name against any third party who may be responsible for an occurrence of an event giving rise to a claim under this Policy.

#### 8. Governing Law

This Policy shall be governed by and interpreted in accordance with Singapore law.

#### 9. 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 (Chapter 53B) to enforce any of its terms.

# 10. 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.

#### 11. Aggregate Limit

If an Accident involves more than one (1) Insured Person, the aggregate limit (or the maximum amount) We will pay under this Policy shall be limited to SGD3 million per event.

If the total amount that We are supposed to pay to all Insured Persons exceed the aggregate limit, We will divide the aggregate limit of SGD3 million proportionately to pay all the affected Insured Persons, but the sum shall not be greater than the maximum Sum Insured of each Insured Person.

#### 12. Sanction 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 United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Singapore.

# 13. 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.

# (G) CONDITIONS APPLICABLE TO CLAIMS

# 1. Claim Procedures

(a) All claims must be submitted online within 30 days of occurrence via Our website at www.axa.com.sg.

Failure to furnish notice within the time provided (but not exceeding one year) shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice is furnished as soon as was reasonably possible.

(b) The payment of claims is dependent on the Insured Person and/or Policyholder providing all necessary information, including receipts, bills and other records in support of the claim. If the Insured Person and/or Policyholder fails to supply the requisite proof of loss as stipulated by the terms of the Policy, the Insured Person and/or Policyholder may, within a grace period of one calendar year from the time of the Accident, submit the relevant proof of loss to Us with cogent reasons for the failure to comply with Policy terms. The acceptance of such proof of loss shall be at Our sole and entire discretion. After such grace period has expired, We will not accept for any reason whatsoever, such written proof of loss.

# 2. Fraudulent Claims

If a claim under this Policy is made with the knowledge of the claim to be dishonest, intentionally exaggerated or fraudulent in any way, or if any false declaration or statement to support the claim is given, We will not pay the claim and reserve the right to lodge a report with any relevant authorities in relation to any such dishonest claim.

#### 3. Payment of Benefits

For any claims, We will only pay the benefits pertaining to the Period of Insurance which the Insured Person has sustained Injury. Any benefits payable under this Policy shall be paid to the Insured Person and to his or her estate (in the event of death). Any payment made by Us in accordance with this condition shall in all cases finally and completely discharge Us of all Our liability.

# (H) DEFINITIONS

Any word or expression found in this Policy and Certificate of Insurance shall have these meanings, unless otherwise defined.

TERMS	MEANING
Accident/ Accidental	A sudden and unforeseen event that solely and independently results in Injury, disablement or death and which is not caused by any Illness or medical condition.
Age	The Insured Person's Age as of last birthday.
Certificate of Insurance	The document issued to the Insured Person upon successful purchase of insurance cover which reflects the details of the Insured Person and the Period of Insurance.
Dentist	A registered dental practitioner who is qualified to practise within the scope of his licence according to the laws of the country in which such practice is maintained. The Dentist cannot be the Insured Person, the Insured Person's business partner or agent, the Insured Person's employer or employee or a person related to the Insured Person by blood, marriage or adoption.
Doctor	A registered medical practitioner in western medicine who is licensed and practicing as a General Practitioner and/or Specialist within the scope of his licence according to the laws of the country in which such practice is maintained. The Doctor cannot be the Insured Person, the Insured Person's business partner or agent, the Insured Person's employer or employee or a person related to the Insured Person by blood, marriage or adoption. Any treatment by a Specialist must be referred by the attending Doctor.
Elements	Extreme weather conditions including but not limited to drought, heatwave, sandstorm or blizzards.
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.
Hospital	An establishment duly constituted and licensed in the geographical area in which it is located as a medical and surgical Hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:  (a) Provides 24-hours facilities for diagnosis, treatment and minor or major surgery;  (b) Is supervised by a full-time staff of Doctors and registered nurses at all times; and  (c) Is not primarily a clinic, a mental institution, a place for custodial care or facility for alcoholics or drug addicts, a hydroclinic or convalescent home or a home for the aged or similar establishment.  A reference to a Hospital in this Policy shall be construed to refer to either a public or a private Hospital.
Hospitalised/ Hospitalisation	Being confined in a Hospital as a registered in-patient under the care of a Doctor because of medical necessity (and not merely for any form of nursing, convalescence, rehabilitation or extended care). One day of Hospitalisation means a continuous 24-hour period for which room and board has been charged.
Illness	A condition marked by a pathological deviation from the normal healthy state.
Injury	Damage or harm caused to the body by an external force sustained during the Period of Insurance and which is caused solely by an Accident.
Insured Person	A customer of the Policyholder named in the Certificate of Insurance and who holds a valid monthly Circles.Life mobile subscription plan contract at the commencement of the insurance cover.
Loss	Physical severance or permanent and irrecoverable functional disablement of the body member, which is beyond remedy by surgical or other treatment.
Loss of Hearing	The total and irrecoverable Loss of hearing, which is beyond remedy by surgical or other treatment.
Loss of Limb	The complete severance of a hand at or above the wrist or of a foot above the ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg.
Loss of Sight	The total and irrecoverable Loss of sight of an eye rendering the Insured Person absolutely blind in that eye, which is beyond remedy by surgical or other treatment.
Loss of Speech	The total Loss of vocal cord or damage of speech centre in the brain resulting in Aphasia or the disability in articulating any three of the four sounds that contribute to the speech such as the Labial, Alveololabial, Palatal and Velar sounds, which is beyond remedy by surgical or other treatment.
Medical Expenses	Reasonable and Customary expenses incurred for treatment as a result of an Injury for:  (a) Medical and surgical treatment prescribed by a Doctor; or  (b) Dental treatment by a licensed and practicing Dentist to restore sound and natural teeth resulting from an Accident.
Occupation	The Insured Person's full-time or part-time gainful employment, profession or any other work for an income, remuneration or profit.
Period of Insurance	The period during which the coverage is effective for the Insured Person, as specified in the Certificate of Insurance.

Permanent Disablement	Injury which:  (a) Falls into one of the defined Injuries listed from Items 2 to 18 in the Table of Compensation under Section 1; and  (b) Has lasted for at least 12 months from the date of the Accident; and  (c) Is medically certified to have no hope of improvement at the end of that period.	
Permanent Total Disablement	Injury which:  (a) Totally disables and prevents the Insured Person from engaging in, performing, or attending to any business or Occupation of any and every kind, or if the Insured Person has no business or Occupation, from attending to the Insured Person's usual duties; and  (b) Has lasted for at least 12 months from the date of the Accident; and  (c) Is medically certified to have no hope of improvement at the end of that period.	
Policy	A contract between the Policyholder and AXA which consists of this policy wordings, the Certificate of Insurance, any endorsements and the information and declaration provided by the Policyholder.	
Policyholder	Liberty Wireless Pte. Ltd who makes declaration on behalf of all Insured Persons under this Policy.	
Pre-existing Medical Condition	Any Injury or Illness which:  (a) The Insured Person has received medical treatment, diagnosis, consultation or prescribed drugs within 182 days prior to the commencement of the cover; or  (b) Symptoms or manifestations have existed, regardless of whether treatment was actually received within 182 days prior to the commencement of the cover; or  (c) A reasonable person in the circumstances would be expected to be aware of within 182 days prior to the commencement of the cover.	
Professional Sportsman	A person who is engaged in a sport within the framework of employment with a sports organisation or as a private entrepreneur for the purpose of remuneration and is holding a professional sportsman's licence obtained according to the conditions of the sports association. Remuneration refers to the income received (as a salaried employee) but not prize money e.g. a \$300k reward if the sportsman wins a gold medal.	
Reasonable and Customary	Any charges for treatment or supplies medically necessary to treat the condition, which does not exceed the usual level of charges for similar treatment or supplies in the locality where the expense is incurred and does not include charges that would have been made if no insurance existed.	
Sum Insured	The maximum benefit amount payable by Us as stated in the Policy.	
We/ Us/ Our/AXA	AXA Insurance Pte Ltd.	

# **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 your insurer or visit the GIA/LIA or SDIC web-sites (<a href="https://www.gia.org.sg">www.gia.org.sg</a> or <a href="https://www.gia.org.sg">www.gia.org.sg</a> or <a href="https://www.gia.org.sg">www.gia.org.sg</a> or <a href="https://www.gia.org.sg">www.gia.org.sg</a>).