Policy Conditions Personal Mobility Guard

Your policy

This is your Personal Mobility Guard insurance policy and it contains details of benefits, conditions and exclusions relating to you. The policy will form the basis on which we will settle all claims. It is only valid if you have paid the appropriate premium in full and we have issued you with a schedule.

Any statement, information or declaration the **policyholder** or **you** have given, including any declaration made over the phone, or by fax, email or the internet at the time of application, will form the basis of the contract.

The **schedule** and any further **endorsements** are all part of the **policy**.

Please keep this document in case you need to refer to it.

Who is eligible?

This **policy** is only available to **you** if **you**:

- hold a valid Singapore identification document such as a Singapore National Registration Identification Card (NRIC), Employment Pass, Work Permit, Long Term Visit Pass or Student Pass;
- are living or working in Singapore;
- are between the age of 8 years old and 65 years old (we may continue cover for you up to the age of 70 years old and we may apply new terms; depending on our decision and if you pay an extra premium);
- have fully paid your premium.

Things to remember

- You and the policyholder must reveal all facts you or the policyholder know or ought to know which may affect the insurance cover the policyholder is applying for. If not, your policy may not be valid.
- We do not cover claims arising from sickness. We also do not cover claims arising from pre-existing medical conditions or physical disability which existed before the start of the policy.

Definitions

Accident or **accidental** means a sudden, unexpected event which happens during the **period of insurance** and which must be the only cause of **injury**.

Act of terrorism means an act (which may include using or threatening force or violence) by any person or group, committed for political, religious, ideological or similar purposes, with the aim of influencing any government or to put the public, or any section of the public, in fear. Robberies or other criminal acts mainly committed for personal gain and acts arising mainly as a result of personal relationships will not be considered as an act of terrorism.

Act of terrorism also includes any act which is confirmed by the relevant government as an **act of terrorism**. Using nuclear, chemical or biological substances or weapons as a means of force or violence will also be considered an **act of terrorism**.

Age means your current age at the start date of the policy.

Bicycle means a pedal bicycle, a pedal tricycle or a power-assisted bicycle.

Chinese medicine practitioner means a legally licensed herbalist, acupuncturist or bone-setter who is registered and can practise within the scope of their licence under the laws of the country. This cannot be you, your family member, partner, business partner, employer, employee or agent.

Chiropractor means a legally licensed practitioner in chiropractic medicine who is registered and can practise within the scope of their licence under the laws of the country. This cannot be **you**, **your family member**, partner, business partner, employer, employee or agent.

Dental treatment means treatment necessary to restore sound and natural teeth and which is made necessary due to an **accident**.

Endorsement means an authorised amendment to this **policy**.

Excess refers to the amount (per accident) shown in the **schedule** which **you** must pay when a claim is made for any benefit under Section 2.

Family member means the policyholder's or your husband or wife, children, parents, brothers and sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, daughters-in-law, sons-in-law or grandchildren.

Hospital means an establishment which is registered under the relevant national laws and regulations to care for and treat sick and injured people as bed-paying patients and which:

- has organised facilities for diagnosis, treatment and major surgery;
- provides nursing services by registered nurses 24 hours a day;
- is under the supervision of one or more **medical practitioners**; and
- is not mainly a clinic, a secure place to care for alcoholics or drug addicts, a nursing or rest or convalescent home or a home for the elderly or similar establishment.

Injury means damage or harm caused to the body by an external force suffered during the **period of insurance** and which is caused only by an **accident**.

Insured person means the individual named in the **schedule** as the person who is insured under this **policy**.

Losing means permanent and total loss of use, or loss by having part of the body (as listed in the scale of compensation table) cut or torn off, as confirmed by **our medical practitioner**.

Losing hearing means permanent and total loss of hearing, as confirmed by **our medical practitioner**.

Losing a limb means permanent and total loss of, or loss of use of, a hand at or above the wrist or a foot at or above the ankle. This must be confirmed by **our medical practitioner**.

Losing sight means total and permanent loss of use of an eye which means you are absolutely blind in that eye and which is beyond cure either by surgical or other treatment. This must be confirmed by our medical practitioner.

Losing speech means permanent and total loss of the ability to speak and which is beyond cure either by surgical or other treatment, as confirmed by **our medical practitioner**.

Medical practitioner means any person registered and legally qualified as a doctor by a medical degree in western medicine and authorised by the medical licensing authority of that country to provide medical or surgical service within the scope of their licence and training. The medical practitioner should not be you, your family member, partner, business partner, employer, employee or agent.

Occupation means **your** full-time or part-time gainful employment or any other work for pay or profit.

Period of insurance means the period of cover as shown in the **schedule**.

Permanently disabled or **permanent disability** means suffering from one of the items of disablement listed in the scale of compensation table in this **policy**, and which was caused by an **accident**, as long as:

- the disability lasts for 12 months in a row from the date of accident; and
- our medical practitioner confirms that it is not going to improve after 12 months.

Permanent total disability means total disability caused by an **accident** that:

- stops you from working in any job for a salary or wage or stops you from carrying out any business whatsoever; and
- lasts for 12 months in a row from the date of the accident; and
- our medical practitioner confirms that it is not going to improve after 12 months.

Personal mobility device means a vehicle that —

- (a) is designed to be used by one person;
- (b) has one or more wheels that operate on a single axis;
- (c) is propelled by an electric motor attached to the vehicle or by human power or both; and
- (d) does not resemble a motor car or motor cycle. **Personal mobility device** includes (but not limited to) wheelchair, hoverboard, power scooter, power assisted unicycle, rollerblade, roller-skate, skateboard, skate-scooter and unicycle. **Personal mobility device** does not include (but not limited to) a bicycle, trolley, any wheeled baby transport (for example perambulator and stroller), motor car and motor cycle.

Policy means this document, including any information provided or declaration made by the **policyholder** for and on **your** behalf, the **schedule**, and any **endorsements we** have issued under this **policy**.

Policyholder means the person named and who has made a declaration on **your** behalf and paid the premium as shown in the **schedule**.

Policy year means a period of 12 months from the start date as shown in the **schedule** and each further consecutive period of 12 months for which the **policy** applies from or for any period of cover as agreed between the **policyholder** and **us**.

Pre-existing medical condition means any injury or **sickness**, including any complications which may arise:

- which you knew or should reasonably know about; including symptoms which existed before the start of your policy;
- b which you received diagnosis, consultation, medical treatment or prescribed drugs for within 12 months before the start of your policy; or
- c for which you have been asked to get medical treatment or medical advice by a medical practitioner within 12 months before the start of your policy.

Prohibited person means a person or entity who is, or who is **related** to a person or entity:

- subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict us from providing insurance or carrying out any transaction under this policy, or
- who is involved in any terrorist or illegal activities or placed on sanctions listing or issued with freezing order.

Recurring payment arrangement means:

- a the premium is charged to a credit card, chosen by the policyholder to pay the premiums due for the current policy or when it is renewed for consecutive period of 12 months; or
- b the premium is taken from a bank account chosen by the policyholder to pay the premiums due for the current policy or when it is renewed for consecutive period of 12 months, by General Interbank Recurring Order (GIRO).

Related includes relationships such as parent, step-parent, child, step-child, adopted child, spouse, sibling, step-sibling, adopted sibling, parent-in-law, child-in-law, sibling-in-law, cousin, uncle, aunt, grandparents, niece, nephew, grandchild, employee, employer, associate, parent company, subsidiary and shareholder.

Relevant person includes persons and entities such as the policyholder, insured person, trustee, settlor, beneficiary, assignee, nominee, payee, mortgagee, financier of the application/policy, and in relation to an entity, its director, partner, manager, person having executive authority, authorised signatory, shareholder or beneficial owner.

Sickness means worsening physical health not caused by an **accident**, for which **you** need the treatment of a **medical practitioner**.

Schedule means the document which proves that **you** have the insurance cover, listing among other things, **your** personal details, the **policyholder**, the benefits, the sum insured and the **period of insurance** covered under this **policy**.

We, our, us and Income means Income Insurance Limited.

You, your and yours means the insured person referred to in the schedule.

A. Main benefits

Section 1 – Personal accident			
When we pay	What we pay	What we do not pay	
A If you are involved in an accident whilst riding on, mounting onto or dismounting from any bicycle or personal mobility device and only due to this accident you die or become permanently disabled within 12 months from the date of the accident.	 We will pay up to the limit shown in the schedule for each policy year using the scale of compensation table shown below. We will reduce any compensation due for accidental death or permanent disability by any payment which we have already made under the scale of compensation table for the same accident. 	Besides the general exclusions listed in part 2 of the general conditions, we will also not pay for the following, or for loss or liability directly or indirectly caused by the following. 1 If the disability is not listed in the scale of compensation table shown below. 2 Extra compensation for any specific item which is part of a greater item due under this policy. For example, we will pay you for losing your upper limb, but we will not pay you again for losing your finger or thumb.	

tem	Description of disability	Percentage of sum insured as show under section 1 in the schedule
а	Accidental death	100%
b	Permanent total disability	100%
С	Losing sight in both eyes	100%
d	Losing two limbs	100%
е	Losing sight in one eye, except perception of light	50%
f	Losing one limb	50%
g	Losing speech	50%
h	Losing hearing in both ears	50%
i	Losing four fingers and a thumb of one hand	50%
j	Losing four fingers of one hand	40%
k	Losing hearing in one ear	20%
I	Losing a thumb - 2 phalanges - 1 phalanx	25% 10%
m	Losing one index finger - 3 phalanges - 2 phalanges - 1 phalanx	15% 10% 5%
n	Losing any other finger - 3 phalanges - 2 phalanges - 1 phalanx	10% 7% 3%
0	Losing metacarpals - First or second - Third, fourth or fifth	3% 2%
р	Losing all toes of one foot	15%
q	Losing a great toe - 2 phalanges - 1 phalanx	5% 3%
r	Losing any one other toe	3%

Third degree burns		
S	Head - damage as a percentage of total body surface area - equal to or greater than 8% - equal to or greater than 5% but less than 8% - equal to or greater than 2% but less than 5%	100% 75% 50%
t	Body - damage as a percentage of total body surface area - equal to or greater than 20% - equal to or greater than 15% but less than 20% - equal to or greater than 10% but less than 15%	100% 75% 50%

The total of all percentages due under this section must not be more than 100% for each **policy year**.

The total of all percentages due under this section must not be more than 100% for each policy year.					
Section 2 – Medical expenses for injury due to an accident					
When we pay	What we pay	What we do not pay			
A If you suffer an injury whilst riding on, mounting onto or dismounting from any bicycle or personal mobility device and need to get medical treatment. You must provide a written report of your medical condition from your medical practitioner together with original medical bills and receipts.	 We will pay for: the necessary and reasonable costs of emergency medical, surgical, hospital, dental treatment and ambulance recommended or requested by a medical practitioner; and the necessary and reasonable costs of treatment by a Chinese medicine practitioner or chiropractor; for you to be treated in Singapore, up to the limit shown in the schedule or up to 90 days from the date of the accident, whichever comes first. We will also pay for the necessary and reasonable costs of medical treatment by a specialist in Singapore, only if the specialist medical treatment is considered necessary and, except for dental treatment, has been referred by a medical practitioner. You must pay the excess before we will pay this benefit. If you can recover all or part of the medical expenses from other sources, we will only pay the amount that cannot be recovered from these other sources. The most we will pay under this section is up to the limit shown in the schedule for each accident. 	Besides the general exclusions listed in part 2 of the general conditions, we will also not pay for the following, or for loss or liability directly or indirectly caused by the following. 1 Claims for dental treatment as a result of tooth or gum or oral diseases, or from normal wearing of your teeth. 2 Any expenses that you can recover from specific medical insurance covering the same loss or expense. 3 Any expenses that you incur for receiving medical treatment outside of Singapore.			

Section 3 – Personal liability				
When we pay	What we pay	What we do not pay		
A If you are legally responsible for accidentally: 1 injuring someone; or 2 damaging or causing loss to someone else's property; whilst riding on, mounting onto or dismounting from any bicycle or personal mobility device in Singapore.	• the legal costs and expenses for representing or defending you in Singapore; and • the amount awarded against you by the court in Singapore; up to the limit shown in the schedule for each policy year.	Besides the general exclusions listed in part 2 of the general conditions, we will not pay for the following, or for loss or liability directly or indirectly caused by the following. 1 Any claim due to your deliberate, malicious, unlawful or criminal act or failure to act. 2 Any claim for loss of or damage to property in your charge or under your control or which belongs to you. 3 Any claim resulting from legal services we have not approved in advance. 4 Any legal responsibility that comes from loss or damage to property that you, your family member or your employee owns, cares for or controls. 5 Any legal responsibility, injury, loss or damage to your family member. 6 Any legal responsibility that you have under a contract. 7 Any court judgment which is not delivered by a court within Singapore. 8 Any court judgment which is being appealed by you or on your behalf. 9 Any legal responsibility that results from your abuse of controlled drugs. 10 Any legal responsibility that results when you are under the influence of drugs or alcohol. 11 Any legal responsibility that results from your riding or racing in races or rallies. 12 Any claim for punitive, aggravated or exemplary damages, i.e. damages to punish you or make an example of you in order to prevent you from committing the wrongful act again.		

General conditions which apply to the whole policy

1 Benefit extensions

a Act of terrorism cover

If any of the losses covered under sections 1 to 3 arises from or in relation to an **act of terrorism**, **we** will still cover the loss, up to the limit shown in the relevant section as shown in the **schedule**. This extension is only valid if **you** did not take part in the **act of terrorism** or make an agreement with other people to carry out the act.

b Riot, strike, civil commotion, hijack, murder and assault

If you suffer an injury or die because of an accident during a riot, strike, civil commotion, hijack, murder or assault, we will pay up to the limit shown in the relevant section as shown in the schedule. This extension is only valid if you did not take part in any criminal act or make an agreement with other people to carry out these acts.

2 General exclusions

This **policy** does not cover claims directly or indirectly caused by or arising from:

- a you deliberately injuring yourself, committing suicide or attempting suicide while sane or insane, your criminal act, provoked assault, deliberate acts or putting yourself in danger (unless you are trying to save human life);
- b any activity not relating to the use of the bicycle or personal mobility device;
- c the effect or influence of alcohol or drugs;
- d pregnancy, childbirth, abortion, miscarriage or all complications or death arising from these conditions;
- e mental problems or insanity;
- **f** illness, disease, bacterial or viral infections even if contracted **accidentally**;
- g sexually transmitted infections, human immunodeficiency virus (HIV) or any HIV-related illness including acquired immunity deficiency syndrome (AIDS) or any mutant derivatives or variations of this however they are caused;
- h medical or surgical procedure to treat your sickness;

- i cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment but, this exclusion does not apply to reconstructive surgery if:
 - it is carried out to restore function or appearance after an accident;
 - it is done at a medically appropriate stage after the accident; and the cost of the treatment is approved by us in writing before it is done;
- j pre-existing medical conditions or physical problems which existed before the start of your policy;
- **k** breaking any laws, rules, regulations or guidelines set by any relevant authority in Singapore.
- I you taking part in any professional sports or in any sports for which you would or could earn or receive any form of pay;
- **m you** taking part in any kind of speed contest or racing;
- **n** an **accident** while **you** are riding on any race track:
- **o** the consequences of war, revolution or any similar event;
- p radioactivity or damage from any nuclear fuel, material or waste;
- q you failing to take reasonable efforts to avoid injury or to minimize claims under this policy;
- r any accident which arises out of riding, mounting onto or dismounting from any bicycle or personal mobility device in the course of your occupation
- s an accident occurring while you are outside of Singapore;

If we refuse to pay a claim as a result of any of the exclusions listed above and you disagree with our decision, you are responsible for proving that we are legally responsible for the claim. If any part of any exclusion is found to be invalid or we cannot enforce it, it will not affect the rest of the exclusions.

3 Cover

This **policy** covers **you** while **you** are in Singapore only.

4 Premium

The premium that the **policyholder** pays for this **policy** can change. If **we** change the premium for this **policy**, **we** will write to the **policyholder** at their last-known address, at least 30 days before the change is to take place, to tell the **policyholder** what the new premium is.

- **b** Premium due dates
 - (i) The premium is due on or before the start of this policy and if this policy is renewed, before the start date of the next policy year.
- c Recurring premium payment
 - (i) The policyholder can pay the premium due for this policy using the recurring payment arrangement they have chosen.
 - (ii) Before the premium due date, we will charge the premium to a credit card or take the premium by GIRO from a bank account chosen by the policyholder.
 - (iii) The policyholder can change the chosen recurring payment arrangement by calling us or writing to us at least 21 days before the end of the policy year. The change will take effect from the start date of next policy year.

5 Payment before cover warranty

We (or **our** intermediary) must receive the premium due on or before:

- a the start of this policy;
- **b** the start date of next **policy year**, if this **policy** is renewed.

If **we** or the intermediary do not receive the premium due on the dates as described above, this **policy** will not be valid and renewed and **we** will not pay any benefits.

6 Renewal

If this **policy** is renewed, **we** will provide the new terms and conditions (if applicable) for the next **policy year** before the start date of the next **policy year**.

If we did not receive any request to cancel the policy as set out in general condition 7(b), we will collect the premium using the last recurring payment arrangement chosen by the policyholder.

This **policy** will apply for as long as **we** can successfully take the premium before the premium due date.

7 Cancellation and refund

- a If we cancel the policy
 - (i) We can cancel this policy by giving the policyholder seven days' notice by post to their last-known address. We will consider that they have received this cancellation notice on the same day if we deliver the

- notice by hand, mail, fax or email.
- (ii) We will cancel this policy on the date the premium is due if we do not receive the premium due or we are not successful in taking the premium from the credit card or GIRO bank account the policyholder has chosen.

If we cancel this **policy** because the premium has not been paid, you may apply for a new **policy**. However, your application will depend on us accepting it based on your latest physical or medical conditions.

- b If the policyholder cancels the policy
 - The policyholder may cancel this policy by calling us or writing to us and cancellation will apply from the date we receive the notice of cancellation.
 - For cancellation after the 14-day free look period (under general condition 16), we will work out and refund the premium as follows if no claim has been made under this policy.

Period of insurance (in days) still left to run divided by the original period of insurance of the policy

χ 85% of the premium paid

- We will not refund any premium if a claim has been made under this policy for the policy year this policy is cancelled.
- **We** will not refund any premium below \$37.45 (after GST).

If **we** refund premiums, **we** will do so by cheque to the **policyholder**.

Paying benefits

We will pay the benefits listed in this **policy** only if **you** have:

- a met general condition 5; and
- **b** given **us** satisfactory proof of the claim.

We will pay all benefits shown in the **schedule** to **you** unless **you** die as described in section 1, in which case **we** will pay the benefits to **your** legal personal representative.

When **we** pay the benefits as described above, **we** will have no further legal responsibility to **you** and the **policyholder** under this **policy** for the claim.

9 Misrepresentation

We will end this **policy** if the **policyholder** or **you** misrepresent or misdescribe any information which may affect **our** decision to accept **your** application.

10 Fraud

You must not act in a fraudulent way. **We** will take the action shown below if **you**, or anyone acting for **you**:

- a make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way;
- b make a statement to support a claim knowing the statement to be false in any way;
- send us a document to support a claim knowing the document to be forged or false in any way; or
- **d** make a claim for any **loss** or damage caused by **your** deliberate act or with **your** knowledge.

We may do the following.

- a We will not pay the claim.
- **b We** will not pay any other claim which has been or will be made under the **policy**.
- **c** We may declare the **policy** invalid.
- **d** We can recover from you the amount of any claim we have already paid under the policy.
- e We will not refund your premium.
- **f** We may not allow **you** to buy other policies from us
- **g** We may report you to the police.

11 Reasonable care

You must take all reasonable precautions to avoid an **injury** and take all practical steps to minimize claims.

12 Other insurance

If at the time of any incident which results in a claim under this **policy you** have another insurance covering the same loss, **we** will not pay more than **our** share.

(This does not apply to section 1 - personal accident).

13 Taking over your rights

We can take over any rights to defend or settle any claim and to take proceedings in **your** name to enforce **your** or **our** rights against any other person.

14 Claims conditions

- **You** must tell **us** as soon as possible, and in any case within 30 days, about any event which may give rise to a claim under this **policy**.
- b If you can recover all or part of the medical expenses from other sources, we will only pay you the amount that you cannot recover.
- c We pay all claims in Singapore dollars. If you suffer a loss which is in a foreign currency, we will convert the amount into Singapore dollars at the exchange rate which we will decide on at the date of the loss.

15 What you need to provide when you send us your claim

You or your legal personal representative must supply all information, reports, original invoices and receipts, evidence, medical certificates, documents (such as translation of a foreign-language document into the English language), confirmed by oath if necessary, we may need before we assess your claim. We may refuse to refund any expense which you cannot provide original receipts or invoices for.

16 Free-Look period

We will give the policyholder 14 days from the time they receive this policy to decide whether to continue with it. If the policyholder does not want to continue, he/she may write to us to cancel this policy and get a full refund of the premium paid. We consider that this policy has been delivered (and received) seven days after we post it.

17 Ending the policy

The policy will end immediately when:

- a we cancel this policy under general conditions 5,7(a) or 10;
- b you cancel this policy under general condition 7(b);
- c we have paid 100% of the sum insured under section 1;
- **d you** no longer satisfy any of the eligibility requirements set unless **we** have agreed in writing to provide cover;
- e before entering into the policy, you or the policyholder fail to reveal all facts you or they know or ought to know which may affect this policy; or
- f we do not renew your policy.

18 Excluding third-party rights

A person or company who is not covered by this **policy** has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce this **policy**.

19 Currency and interest

All dollar amounts shown in the **policy** and **schedule** are in Singapore dollars (\$\$). **We** will not add interest to any amount **we** pay under this **policy**.

20 Dealing with disputes

If the **policyholder** is not satisfied with **our** final decision on **your** claim, the **policyholder** shall refer the case to the Financial Industry Disputes Resolution Centre Ltd (FIDREC), an independent and impartial institution specializing in solving disputes between financial institutions and consumers. Their website address is: www.fidrec.com.sg

If the dispute cannot be referred to or dealt with by FIDREC, the dispute must be referred to and decided using arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre which apply at that point of time. We will not be legally responsible under your policy unless you have first received an award under arbitration.

21 Prohibited persons

If you or any relevant person is found to be a prohibited person:

- we are entitled not to accept your application; and
- if any policy is issued, we are entitled to end the policy, not pay any benefit or not allow any transaction to be carried out under the policy.
 We will not refund any unutilised premium when the policy is ended.

Our decision in every respect of the above will be final.

The **policyholder** or **you** will need to inform **us** immediately if there is any change in any **relevant person's** identity, status or identity documents.

22 Governing law

Singapore law will apply to this policy.

23 Feedback procedure

Making yourself heard

We are committed to providing **you** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be times when you feel that we have not provided the service you expected. When this happens, we want to hear about it so that we can try to put things right.

Please send **your** feedback to: www.income.com.sg/enquiry

Our promise to you

We will:

- acknowledge your complaint promptly;
- investigate quickly and thoroughly;
- keep you informed of our progress; and
- do everything possible to deal with your complaint.