

Sample Hospital Cover Product

Part 1 – Benefits

1. Daily Hospital Income Benefit

If, whilst this Policy is in force, because of Sickness or Bodily Injury, the Insured Person is necessarily Confined in a Hospital, the Company will pay the relevant Daily Hospital Income Benefit as specified in the Policy Schedule. The Daily Hospital Income Benefit Amount shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and for a period not exceeding seven hundred and thirty (730) days for all such Confinements consequent upon Sickness, or Bodily Injury resulting from any one Accident or series of Accident, and provided that:-

- a. Confinement must occur within thirty (30) days from the date of the Accident causing the relevant Bodily Injury.
- b. Confinement must be considered necessary by a Physician in his professional capacity.
- c. Successive periods of Confinement due to the same or a related cause shall be considered as one Sickness or Bodily Injury unless their occurrences are separated by at least three hundred and sixty-five (365) consecutive days during which the Insured Person is not at any time Confined to a Hospital for the same Sickness or Bodily Injury.

2. Surgical Benefit (Optional)

In the event a Surgery is performed on the Insured Person during his/her Confinement in a Hospital for at least ten (10) consecutive days, in respect of which the claim of such Confinement is paid under Clause 1 of this Part 1, the Company will pay the Insured Person the Surgical Benefit Amount as specified in the Policy Schedule. However, no claim for Surgical Benefit shall be paid if no claim under Clause 1 of this Part 1 is paid.

3. Double Daily Hospital Benefit (Optional)

- a. When the Confinement of an Insured Person necessitates Intensive Care treatment, the Company will, in addition to the Daily Hospital Income Benefit under Clause 1 of Part 1, pay the Double Daily Hospital Income Benefit for the duration of such Intensive Care treatment, as specified in the Policy Schedule.
- b. If, whilst this Policy is in force, as a result of Sickness or Bodily Injury sustained Overseas, the Insured Person is necessarily Confined in a Hospital Overseas, the Company will, in addition to the Daily Hospital Income Benefit under Clause 1 of Part 1, pay the Double Daily Hospital Income Benefit as specified in the Policy Schedule.
- c. If, whilst this Policy is in force, as a result of Sickness from any one of the Critical Illness, the Insured Person is necessarily Confined in a Hospital, the Company will, in addition to the Daily Hospital Income Benefit under Clause 1 of Part 1, pay the Double Daily Hospital Income Benefit as specified in the Policy Schedule.

The Double Daily Hospital Income Benefit Amount shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and for a period not exceeding seven hundred and thirty (730) days for all such Confinements consequent upon Sickness, or Bodily Injury resulting from any one Accident or series of Accident, and provided that:-

- a. Confinement must occur within thirty (30) days from the date of the Accident causing the relevant Bodily Injury.
- b. Confinement must be considered necessary by a Physician in his professional capacity.
- c. Successive periods of Confinement due to the same or a related cause shall be considered as one Sickness or Bodily Injury or Critical Illness unless their occurrences are separated by at least three hundred and sixty-five (365) consecutive days during which the Insured Person is not at any time Confined to a Hospital for the same Sickness or Bodily Injury or Critical Illness.

4. Home Recuperation Benefit (Optional)

If, whilst this Policy is in force, the Insured Person is necessarily Confined in a Hospital as a result of a Sickness or Bodily Injury for at least five (5) consecutive days, in respect of which the claim of such Confinement is payable under Clause 1 or 3 of this Part, the Company will, in addition, pay the Home Recuperation Benefit, as specified in the Policy Schedule.

The Home Recuperation Benefit shall be paid, upon the discharge of the Insured Person from the Hospital Confinement, up to a maximum of sixty (60) days of medical certificate, as certified by a Physician.

For the avoidance of doubt, the medical certificate granted must be from the same hospital where the Insured Person is confined for the initial five (5) days, in respect of which the claim for such Confinement is payable under Clause 1 or 3 of this Part.

Part 2 – Benefit Provision

1. An Insured Person shall not be covered under more than one Hospital Cover product
2. If an Insured Person is covered under more than one such Policy, the Company will consider that person to be insured under the Policy which provides the highest benefits. Where the benefits under each such Policy is identical, the Company will consider that person to be insured under the Policy first issued. All policies not recognized by the Company under this Part 2 shall be deemed to be cancelled. The Company will refund, without interest, any duplicated premium which may have been paid by or on behalf of such Insured Person.
3. Except as otherwise provided in this Policy, the Benefit Amounts under this Policy shall be paid in addition to any other insurance benefits to which the Insured Person may be entitled.

Part 3 – Definitions

1. 'Accident' or 'Accidental' means a sudden, unforeseen, and fortuitous event.

2. 'Age Band' means the respective range of ages in respect of which the amounts of premium payable on this Policy are determined.
3. 'Anniversary Date' means each anniversary of the Effective Date of Insurance.
4. 'Benefit Amount' means the Benefit Amount shown in the Policy Schedule against the relevant category of loss.
5. 'Biological Agent' means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organism and chemically synthesized toxins) which cause illness and/or death in humans, animals, or plants.
6. 'Bodily Injury' means Accidental bodily injury occurring whilst this Policy is in force resulting solely, directly, and independently of all other causes from an Accident caused by external, violent, and visible means.
7. 'Chemical Agent' means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property.
8. 'Child' means a legally dependent child of the Policyholder (including a stepchild and a legally adopted child) who is, on the Effective Date of Insurance: -
 - a. wholly dependent on the Policyholder for financial support and not gainfully employed in any way.
 - b. unmarried; and
 - c. at least the age of one (1) year but under twenty-two (22) years of age.
9. 'Civil Commotion' means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.
10. 'Confined' or 'Confinement' means confinement for a continuous uninterrupted period of at least 24 hours in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.
11. 'Country of Residence' means the country in which the Insured Person is a citizen, permanent resident or any other country to which the Insured Person is otherwise domiciled consecutively for thirty-one (31) days or longer prior to the date of the Accident or Sickness.
12. 'Critical Illness' means one of the following diseases: -
 - a. Heart Attack means death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This diagnosis must be supported by three (3) or more of the following five (5) criteria which are consistent with a new heart attack:
 - i. History of typical chest pain.
 - ii. New electrocardiogram (ECG) changes proving infarction.
 - iii. Diagnostic elevation of cardiac enzyme CK-MB.
 - iv. Diagnostic elevation of Troponin (T or I);

- v. Left ventricular ejection fraction less than 50% measured three (3) months or more after the event.
 - b. Cancers means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist
 - i. Tumors showing the malignant changes of carcinoma-in-situ and tumors which are histologically described as pre-malignant or non-invasive, including, but not limited to: Carcinoma-in-Situ of the Breasts, Cervical Dysplasia CIN-1, CIN-2 and CIN-3;
 - ii. Hyperkeratosis, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases.
 - iii. Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukemia less than RAI Stage 3; and
 - iv. All tumors in the presence of HIV infection.
 - c. Stroke refers to a cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid hemorrhage, cerebral embolism, and cerebral thrombosis. This diagnosis must be supported by all the following conditions:
 - i. Evidence of permanent neurological damage confirmed by a neurologist at least six (6) weeks after the event; and
 - ii. Findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.
 - iii. The following are excluded:
 - a) Transient Ischemic Attacks.
 - b) Brain damage due to an Accident or Injury, infection, vasculitis, and inflammatory disease.
 - c) Vascular disease affecting the eye or optic nerve; and
 - d) Ischemic disorders of the vestibular system for any Insured Person whilst in the lifetime of this Policy.
- 13. 'Date of Endorsement' means the day, month and year stated on any subsequent Policy Schedule that is issued by the Company to be the effective date of any amendment or endorsement to the terms and conditions of this Policy.
- 14. 'Effective Date of Insurance' means the respective day, month and year stated in the Policy Schedule.
- 15. 'Eligible Family Member' means the Spouse of the Policyholder and/or the Child or Children of the Policyholder.

16. "Full-time" means being employed in a position that is budgeted for at least 40 hours per week for 52 weeks per year.
17. "Hospital" means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a license as a hospital (if licensing is required in the state or government jurisdiction) and meets the following requirements:-
 - a. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients.
 - b. provides full-time nursing service by and under the supervision of a staff of Nurses.
 - c. has a staff of one or more Physicians available at all times.
 - d. maintains organized facilities for the medical diagnosis and treatment of such persons and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment.
 - e. is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.

and "Hospital" shall not include the following: -

- a. a mental institution: an institution confined primarily to the treatment of psychiatric disease including sub normality; the psychiatric department of a hospital.
 - b. a place for the aged; a rest home; a place for drug addicts or alcoholics.
 - c. a health hydro or nature cure clinic; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or a nursing, convalescent, rehabilitation, extended-care facility or rest home.
18. "Insured Person" means the Policyholder or his/her Eligible Family Member, who is a US citizen or US Permanent Resident or Valid Work Permit Holder.
 19. "Intensive Care" means a place in a Hospital for the acutely ill, providing extra medical services and equipment that is prescribed by the attending Physician, and billed as a specific charge by the Hospital.
 20. "Nominated Account" means the account nominated by the Policyholder or Policy Payer in the enrolment form, or as subsequently instructed by the Policyholder or Policy Payer in writing, to which premiums for this Policy are to be debited/charged.
 21. "Nuclear, Chemical, Biological Terrorism" means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the period of this insurance by any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.
 22. "Nurse" means a qualified or trainee nurse or general nurse duly registered pursuant to the laws of the country in which the nurse is employed.
 23. "Overseas" means any place outside US or the Insured Person's Country of Residence.

24. 'Part-time' means being employed in a position that is budgeted for less than 40 hours per week for 52 weeks per year.
25. 'Physician' means a physician or surgeon duly licensed and practicing pursuant to the laws of the country concerned.
26. 'Policyholder' means the person named in the Policy Schedule, who is between twenty-one (21) and sixty (60) years of age on the Effective Date of Insurance.
27. 'Policy Payer' means the Nominated Account holder stated in the Policy Schedule whose Nominated Account will be debited/charged for premiums due on this Policy.
28. 'Policy Schedule' means the Policy Schedule which is incorporated in and forms part of this Policy.
29. 'Pre-existing Medical Condition' means any condition which an Insured Person had suffered, or was or should have been aware that he is suffering from, at any time prior to the Effective Date of Insurance or (in respect of any amendment or endorsement to the benefits under this Policy) the Date of Endorsement.
30. 'Resident In-patient' means an Insured Person whose Confinement is as a resident bed patient and whose Confinement is due to Sickness or Bodily Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
31. 'Riot' means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
32. 'Sickness' means illness or disease contracted and commencing whilst this Policy is in force and results, directly and independently of all other such causes, in the Confinement of the Insured Person.
33. 'Spouse' means the legally married spouse of the Policyholder, who is between twenty-one (21) and sixty (60) years of age on the Effective Date of Insurance
34. 'Strike' means the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
35. 'Surgery' or 'Surgical' means surgery performed under anesthesia by a Physician in a Hospital for which Confinement for a period of at least ten (10) consecutive days is required.
36. 'Waiting Period' means the period of time for and in respect of which no benefits are payable.

Part 4 – Exclusions

1. No coverage under this Policy shall be provided, and the Company shall not in any event be liable, to any Insured Person who is employed, Full-time or Part-time, or who volunteers to act, as a law enforcement officer, fire service personnel, civil defense personnel or military personnel of any country or international authority, unless the Bodily Injury is not sustained or suffered while, or directly or indirectly caused by, or arises in connection with, or a consequence of, or is contributed by, such person carrying out his occupation as aforementioned.

2. No coverage under this Policy shall be provided, and the Company shall not in any event be liable, to any Insured Person who is employed Full-time or Part-time, or whose Full-time or Part-time occupation is, a dispatch rider (riding a motorcycle), or a bus, taxi or heavy vehicle driver, unless the Bodily Injury is not sustained or suffered while, or directly or indirectly caused by or arises in connection with or a consequence of or is contributed by, such person carrying out his occupation as aforementioned.
3. The Company shall not be liable in respect of any Sickness or Bodily Injury which, directly or indirectly, is caused by, arises in connection with, is a consequence of, or is contributed to by, any of the following
 - a. Declared or undeclared war or, any hostilities or any act of war, invasion, foreign enemy, civil war, rebellion, revolution, insurrection, riot, strike, any military or usurped power or nuclear, chemical, or biological terrorism.
 - b. Nuclear reaction, radiation, or radioactive contamination.
 - c. Illegal acts of the Policyholder, the Insured Person or their executors, administrators, legal heirs or personal representatives.
 - d. Any willful or intentional acts of the Policyholder or the Insured Person, while sane or insane, including suicide, self-inflicted injury, suicide pacts or agreements or any attempt thereat.
 - e. Provoked homicide or assault or any act or event arising, directly or indirectly, in connection with the collaboration or provocation of the Policyholder or the Insured Person.
 - f. The Insured Person driving any kind of vehicle while the alcohol content of his/her blood exceeds the level permitted by the law of the country where the Accident occurs.
 - g. The Insured Person acting as a diver, cabin crew, pilot, off-shore worker, logger or dock-worker.
 - h. The Insured Person engaging in aviation, other than as a fare-paying passenger in, boarding and alighting from any fixed-wing aircraft provided and operated by a regularly scheduled airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers provided that such aircraft is operated only between established commercial airports.
 - i. The Insured Person engaging in, practicing for or taking part in training peculiar to any kind of free-diving, scuba-diving, water-skiing, rock-climbing, mountaineering, potholing, parachuting, hang-gliding, winter sports, speed contest or racing (other than on foot) or any professional competition or sports.
 - j. The Insured Person having taken a drug unless it is proved that the drug was taken in accordance with proper medical prescription other than for the treatment of drug addiction, alcoholism, or mental illness.
 - k. Any condition which is, results from or is a complication of routine physical or any other medical examination where there are no objective indications of or impairments to normal health (including, but not limited to, cosmetic surgery).

- l. Any condition which is, results from or is a complication of any surgery, therapy or treatment administered on the Insured Person which is not prescribed or required by a Physician in his professional capacity.
- m. Any Pre-existing Medical Conditions.
- n. Any condition which is or result from or is a complication of infection with Human Immunodeficiency Virus ('HIV'), any variance including Acquired Immune Deficiency Syndrome ('AIDS'), and AIDS Related Complications ('ARC'), or any opportunistic infections and/or malignant neoplasm (tumor) found in the presence of HIV, AIDS or ARC.
 - i. For the purpose of this exclusion, the term AIDS shall have the meaning assigned to it by the World Health Organization at the time of Hospitalization.
 - ii. Opportunistic infections shall include but are not limited to pneumocystis carinii pneumonia, organism of chronic enteritis virus and/or disseminated fungi.
 - iii. Malignant neoplasm shall include but not limited to Kaposi's Sarcoma, central nervous system lymphoma and/or other malignancies currently or which subsequently becomes known as causes of death in the presence of AIDS.
- o. Any condition which is, results from or is a complication of infection with a venereal disease.
- p. Any condition which is, results from or is a complication of birth control, sterilization, infertility or treatment thereof, pregnancy, childbirth, caesarean, miscarriage or abortion.
- q. Any dental work or treatment, extraction of impacted teeth or wisdom teeth, eye examinations or anomalies and cosmetic or plastic surgery.
- r. Any treatment or surgical operation for hereditary or congenital conditions or birth defects and circumcision.
- s. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety, depression and nervous, emotional, and mental conditions or disorder.
- t. Treatment for obesity, weight reduction or weight improvement.
- u. Any alcoholism or intoxication, rest cures, sanatoria care.

Part 5 – Effective Date and Terminations

1. Effective Date:

This Policy shall become effective and commence at 12.01 A.M. US Time on the date specified as the Effective Date of Insurance in the Policy Schedule.

2. Termination by the Policyholder/Policy Payer

If the Policyholder or Policy Payer subsequently gives notice to the Company to terminate cover with respect to all Insured Persons included hereunder, such termination shall become effective on the

date such notice is received by the Company or on the date specified in such notice, whichever is the later.

3. Termination by the Company

The Company may give notice of termination hereof by registered letter to the Policyholder or Policy Payer at his/her last known address. Such termination shall become effective seven (7) days following the date of such notice.

4. Automatic Termination

- a. This Policy shall terminate immediately on the earliest of the following events: -
 - i. The termination of the Nominated Account.
 - ii. Upon the death of the Policyholder or Policy Payer.
 - iii. The date which the Policyholder attains the age of sixty (60) years.
- b. Any coverage under this Policy in respect of any particular Insured Person shall terminate on the earliest of the following event: -
 - i. In the case of the Spouse, on the date which he/she attains the age of sixty (60) years.
 - ii. In the case of a Child, on the date which he/she attains the age of twenty-three (23) years.
 - iii. Upon such Insured Person who is an Eligible Family Member ceasing to be an Eligible Family Member.
 - iv. Upon the death of the such Insured Person.
 - v. Upon the termination of the Policy under the provisions of Clause 4 a of this Part 5.

5. Termination for the Non-payment of Premium

- a. In the event that the initial premium charged to the Nominated Account is not paid, this Policy shall be deemed to have been void from the intended Effective Date of Insurance.
- b. Provided one or more premiums charged to the Nominated Account has been paid, non-payment of any subsequent premium shall terminate this Policy as of the due date of such unpaid premium.

6. Effective Time of Termination

This Policy, and all insurance hereunder, shall terminate at 12.01 A.M. US Time, in relation to the events in Clauses 4 and 5, on the relevant date as specified in Clauses 4 and 5.

7. Position of Claims Upon Termination

Such termination shall be without prejudice to any claims relating to an event that occurred prior to the effective date of termination.

8. Premium Position Upon Termination

If premium has not been paid for any period up to the date of termination as aforesaid, the Policyholder or Policy Payer shall be liable to the Company for the payment of such premium, which the Company may, at its option, charge to the Nominated Account.

Part 6 – Premium

1. Premium Payment: The premium as stated in the Policy Schedule will be charged to the Nominated Account when due and subject to any goods and services or other tax, charge or levy chargeable by law and payable by the Policyholder or Policy Payer.
2. Premium Due Dates The premium as stated in the Policy Schedule shall be due on the Effective Date of Insurance and: -
 - a. If payable monthly, on the same date of each month thereafter. If the month for which premiums are due does not have a corresponding date, then the premium shall be paid on the last day of that month.
 - b. If payable yearly, on each Anniversary Date.
3. Premium Basis and Adjustment
 - a. The premium shall be amended on the Anniversary Date following the date on which the Insured Person attains the next respective Age Band: 31 years; 41 years; 51 years; 61 years.
 - b. Premiums payable on this Policy are not guaranteed and the Company reserves the right to amend the premium by giving Insured Person 30 days' written notice of any change at his last known address.

Part 7 – Additions

1. If an Eligible Family Member is not an Insured Person hereunder, the Policyholder may include him/her by submitting a written request to the Company, specifying the name, sex, date of birth and occupation of such Eligible Family Member and the benefits required.
2. Subject to the approval of the Company, insurance for such Eligible Family Member will commence on the Date of Endorsement.
3. The additional premium payable for the addition of such Eligible Family Member will be charged to the Nominated Account.

Part 8 – Claim Provisions

1. Claims Procedure

Any documents or evidence required by the Company to verify the claim shall be provided by the Insured Person at his/her own expense. Any medical examination required by the Company to verify the claim will be at the Company's expense.

The Company shall, in the event of the death of an Insured Person, be entitled to have a post-mortem examination performed at its own expense where it is not prohibited by law.

Failure to notify the Company within the time limit prescribed shall not invalidate the claim if it can be shown, to the Company's satisfaction, that it was not reasonably possible to give such proof within the prescribed time limit for an otherwise legitimate claim.

2. Payment of Benefits

All benefits payable under this Policy shall be paid to the Insured Person and, in the event of death of the Insured Person, to his/her personal representative(s) or estate.

Any receipt which the Insured Person or anyone acting on the Insured Person's behalf or his/her personal representative(s) may give to the Company for any Benefit Amounts payable under this Policy to the Insured Person shall be deemed a final and complete discharge of all liability of the Company in respect of such Benefit Amount and of the loss for which the Benefit Amount is claimed.

3. Terms and Conditions

The due observance and fulfilment of the terms, provisions and conditions of this Policy in so far as they relate to anything to be done or complied with by the Policyholder, the Policy Payer and/or the Insured Person shall be a condition precedent to the liability of the Company to make any payment under this Policy.

4. Fraudulent Claims

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Insured Person or anyone acting on his/her behalf to obtain a benefit under this Policy, the Company shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

5. Misstatement of Age

If the age of an Insured Person has been misstated, any Benefit Amount payable under this Policy with respect to such Insured Person shall be the Benefit Amount the premium paid would have purchased if the age had been correctly stated. In the event that the age of an Insured Person has been misstated and if, according to the correct age of the Insured Person, the cover provided by this Policy would not have become effective, or would have ceased prior to the acceptance of any premium or premiums, then the liability of the Company during the period the Insured Person is not eligible for cover shall be limited to the refund, upon request, of that part of such premium paid for the period not covered by the Policy without interest.

Part 9 – General Policy Provisions

1. Consideration

This Policy is issued in reliance on the statements contained in the enrolment form and in consideration of the Policyholder's or Policy Payer's agreement to pay the premiums charged

2. Geographical Limits

Such insurance as is afforded under this Policy shall apply twenty-four (24) hours a day, anywhere in the world unless otherwise endorsed or amended.

3. Terms and Conditions

Payment of any Benefit Amount under this Policy is subject to the definitions, exclusions and all other terms and conditions of this Policy.

4. Interpretation

This Policy, including the enrolment form, the Policy Schedule and any endorsements and amendments, shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.

5. Entire Contract Changes

This Policy, including the enrolment form, the Policy Schedule and any endorsements and amendments, will constitute the entire contract between the parties. No change in this Policy shall be valid unless approved by the Company and evidenced by an endorsement of the amendment on the Policy by the Company signed by an authorized representative of the Company.

6. Arbitration

If any dispute or disagreement arises regarding any matter pertaining to or concerning this Policy, the dispute or disagreement must be referred to arbitration in accordance with the provisions of the Arbitration Act and any statutory modification or re-enactment thereof then in force, such arbitration to be commenced within three (3) months from the day such parties are unable to settle the dispute or difference. If the Policyholder fail to commence arbitration in accordance with this clause, it is agreed that any cause of action and any right to make a claim that the Policyholder has or may have against the Company shall be extinguished completely. Where there is a dispute or disagreement, the issuance of a valid arbitration award shall also be a condition precedent to the Company's liability under this Policy. In no case shall the Policyholder seek to recover on this Policy before the expiration of sixty (60) days after written proof of claim has been submitted to the Company in accordance with the provisions of this Policy.

7. Governing Law

This Policy shall be governed by and interpreted in accordance with US law. The US courts shall have exclusive jurisdiction.

8. 30 Day Review Period

- a. The Policyholder has thirty (30) days after receiving the Policy Wording and Policy Schedule to decide if the Policy meets his/her needs. The Policyholder may cancel this Policy simply by advising the Company within those thirty (30) days to cancel it. The Company will refund any premiums paid during this period.
- b. The Policyholder will not receive a full refund if a claim has been made during this review period.

9. Legal Action

Subject to Clause 7 of this Part, no action shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of claim has been filed in accordance with the provisions of this Policy.

10. Interest

No amounts payable by the Company under this Policy shall carry interest.

11. Automatic Renewal

Subject to the terms and conditions of this Policy, the payment of the premium when due automatically renews this Policy. No renewal documents will be issued, and the existing Policy is the evidence of valid cover, unless otherwise notified.

12. Currency

Premiums and benefits payable under this Policy shall be in US Dollars.

13. Clerical Error

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

Part 10 – Your Duties to Us

1. Duty of Utmost Good Faith

1.1 The Policyholder, the Insured Person or the Policy Payer must fully and faithfully tell the Company everything he or she knows (or could reasonably be expected to know) that is relevant to the Company decision to insure the Insured Person(s).

2. Consequences of breach of duty, fraud or misrepresentation

a. The Company may refuse to pay a claim either in whole or in part, if Policyholder, the Insured Person or the Policy Payer:

- i. breaches the duty of utmost good faith.
- ii. makes a misrepresentation to the Company before or at the time this Policy was entered into;
- iii. breaches a provision of this Policy.
- iv. makes a fraudulent claim under any policy of insurance.
- v. engages in any act or omission which under this Policy You are required to notify Us of, but You do not notify Us.

Part 11 – Payment Before Cover Warranty

1. Notwithstanding anything therein contained but subject to Clause 11.3, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company on or before the Effective Date of Insurance or the Premium Due Date.
2. In the event that the total premium due is not paid and actually received in full by the Company on or before the Effective Date of Insurance or Premium Due Date, no benefits whatsoever shall be payable by the Company.
3. In respect of insurance coverage with “Review Period” provision, the Policyholder may return the original Policy document to the Company within the “Review Period” if the Policyholder decide to cancel the cover during the “Review Period”. In such an event, the Policyholder will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.