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# Personal Mobility Device Insurance

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.



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#### Introduction

PMD Insurance is a policy tailored to provide comprehensive cover for users of Personal Mobility Devices (PMD). The policy is designed to protect You, a user of PMD against costs and expenses You may incur due to third party liabilities arising from your negligent use of the PMD registered in Your name. Coverage also extends to provide for personal accident benefits and Medical Expenses following Accidental bodily injury arising from the use of the PMD.

This policy sets out the terms and conditions of a contract of insurance between Liberty Insurance Pte Ltd and You.

In consideration of the payment of premium to Us specified in the Policy Schedule and subject to the definitions, limitations, exclusions, terms and conditions contained or endorsed in this policy, and on the basis of the truth of the proposal and declaration submitted and statements made by You, we will insure You and promise to pay indemnity for loss to the extent provided under this policy while the policy is in force.

The base currency for this insurance is Singapore Dollars (S\$).

The Proposal made by You shall be the basis of the Contract. This policy, the Policy Schedule, any Endorsements and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

To ensure maximum protection and benefits from the Policy, please read the Policy carefully and return it to Us immediately if it is not in accordance with Your requirements.

#### **General Provisions**

#### 1. The Contract

- a) This Policy sets out the terms and conditions of a contract of insurance between Liberty Insurance Pte Ltd from here on called the Company and You, also known as Insured or Insured Person(s).
- b) We will provide the insurance to You according to the terms set out in this Policy, provided You pay the premium when due and We agree to accept it. The general conditions which appear in this Policy or in any Endorsement form part of the contract and must be complied with.
- c) It is important that You:
  - read the whole Policy to make sure that You understand the protection You have just bought; and
  - ii) are aware of the limits on the amounts We will pay You

#### 2. Interpretation

- form, attached forms and papers, declarations, digital transmissions of declarations, Schedule and any Endorsement and amendment, printed or via electronic mail, shall be read together as one contract and any one 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.
- b) No change in this Policy shall be valid unless approved by Us and evidenced by an Endorsement reflecting the amendment on the Policy by Us.



#### 3. Duty of Disclosure

- a) The accuracy of the information provided over the phone, via digital transmissions, or electronic mail, or in Your proposal form will form the basis of and be part of the contract. Before You enter into the insurance contract and during the Period of Insurance, You must tell Us every material information You know or could reasonably be expected to know which will affect Our decision on the coverage and the terms of the insurance. If You are uncertain about whether a fact is relevant or not, You must tell Us about it. We will acknowledge receipt of acceptance of material information by stating these on the Policy Schedule. If You do not provide this information to Us, We may:
  - reduce the amount payable for the claim under this Policy; or
  - ii) refuse to pay the claim that may arise; or
  - iii) cancel Your insurance Policy from inception

b) Material information will include but not limited to: Insured Person's previous claim history and insurance records, age, occupation, health and physical impairments, disease and Illness.

#### 4. Eligibility and Scope

- To be eligible for cover under this Policy,
  You or the Insured Person must be:
  - i) Between age of eighteen (18) and sixty-five (65) years old
  - ii) Singapore Citizens, permanent residents of Singapore, employment pass/dependent pass or work permit or student pass holders
  - iii) Residing in Singapore
- b) Geographical Scope
   The territorial scope of coverage will be Singapore only.



### **General Definitions**

The following definitions apply to the Policy:

Те	rm	Meaning
1.	Accident/Accidental	An event or occurrence which is unintended, sudden, fortuitous and unforeseen.
2.	Age	The current age. A person is considered to be of his/her current age until his/her next birthday.
3.	Company/We/Ours/Us	Liberty Insurance Pte Ltd
4.	Endorsement	An amendment to this Policy by an authorised person of the Company. Intermediary(ies) of the Company are not authorised to make any amendment.
5.	Effective Dates	The commencement date of insurance as specified in the Policy Schedule or Endorsement.
6.	Gainful Employment	Work by Insured where he/she derives an income, remuneration or profit.
7.	Medical Practitioner/Physician	A person (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed and registered to practise western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
8.	Hospital	An establishment duly constituted and registered subject to the applicable national laws and regulations as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:  a) has organised facilities for diagnosis, treatment and major surgery
		b) provides twenty-four (24) hours a day nursing services by registered graduate nurses
		c) is under the supervision of one or more Physicians at all times; and
		<ul> <li>d) is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home, or a home for the aged, or similar establishment</li> </ul>
9.	Immediate Family Member	Your spouse, child/children, parents, brother(s), sister(s), grandparents and parent(s)-in-law.
10	. Injury	Bodily injury sustained by an Insured Person during the Period of Insurance and is caused by an Accident solely and independently of any other causes within twelve (12) calendar months from date of such Accident.



Term	Meaning	
11. Insured	The Policyholder named as Insured Person in the Policy Schedule.	
12. Loss of Limb	Physical 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.	
13. Medical Expenses	a) Expenses incurred within twelve (12) calendar months of sustaining an Injury, paid by the Insured Person(s), inpatient and/or outpatient expenses for the purpose of treatment to the Injury(ies) sustained in an Accident	
	b) These include expenses to General Practitioner, Physician, Chinese Physician, Chiropractor, Physiotherapist (upon referral by Medical Practitioner), dental surgeon, surgical, x-ray, laboratory, medical services, supplies and medication	
	c) Includes cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is caused by an Accident. Extended to cover expenses for dental crowns, implants and bridges up to the limit of \$\$500.00 per accident. Expenses for dental treatment for injuries sustained do not include cosmetic dental treatments	
	d) All treatment must be Reasonable and Customary in the location where the expenses were incurred and shall not exceed total benefit payable	
	e) Excludes any expenses incurred for treatment outside Singapore	
<b>14.</b> Nuclear, Chemical, Biological Weapon	a) This means use of Nuclear, Chemical, or Biological agents, device, emission, discharge, dispersal, release, or escape of any solid, liquid, or gaseous for the purpose of destruction	
	b) Nuclear weapon or device means device such as bomb or warhead whose explosive and destructive power derives from the release of nuclear energy	
	c) Chemical agent means any compound which when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property	
	d) Biological agent means any pathogenic (disease producing) micro-organism(s) and or biologically produced toxin(s) (including genetically modified organism and chemically synthesised toxin) which cause illness and/or death in humans, animals or plants	



Term	Meaning
15. Pre-Existing Condition	<ul> <li>Any Injury, illness, disease or conditions which, prior to the Effective Date of this Policy,</li> <li>a) had manifested itself, worsened, became acute, or developed symptoms for which an ordinary prudent person would have sought medical advice, diagnosis, care or treatment, or</li> <li>b) had been diagnosed, treated, hospitalised, recommended for treatment or treated by a Medical Practitioner, which requires the Insured Person to be hospitalised or take prescribed drugs or medicine</li> </ul>
16. Principal Sum Insured	The Accidental Death Benefit of the Plan as stated on the Policy Schedule.
17. Policy Schedule/The Schedule	The Schedule issued to Insured, and forming part of the contract of this insurance policy
<b>18</b> . Plan	The plan selected by Insured at time of application and as set out in the Policy Schedule.
19. Permanent	Lasting for a continuous period of twelve (12) calendar months and at the end of which is beyond any hope of improvement.
20. Permanent Disablement	<ul> <li>Injury which:</li> <li>a) falls into one of the categories listed in the Permanent Disablement (Scale of Benefits) Table and</li> <li>b) having lasted for a continuous period of twelve (12) calendar months from the date of Accident and at the end of that period, beyond hope of improvement</li> </ul>
21. Permanent Total Disablement	Injury which, having lasted for a continuous period of twelve (12) calendar months from the date of the Accident and entirely prevents the Insured Person from engaging in Gainful Employment of any and every kind and from which there is no hope of improvement.
22. Personal Mobility Device (PMD)	A vehicle that:  a) Is designed for use by one person only and travels up to a speed of 25km per hour
	<ul><li>b) Has one or more wheels operating on a single axis</li><li>c) Is propelled by an electric motor attached to the vehicle or by human power or both</li></ul>
	d) Does not resemble a motor car or motorcycle PMD includes electric scooters, power assisted bicycles, unicycles, wheelchairs, hoverboards, rollerblades, skateboards, electric unicycles, bicycles, electric skateboards,



Term	Meaning
	roller skates, kick-scooters, motorised wheelchairs and mobility scooters
23. Period of Insurance	The period of cover shown in the Policy Schedule and for any following period, for which cover is extended by mutual agreement.
24. Reasonable and Customary Charges	Charges for medical care which do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar illness or injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. In Singapore, Reasonable and Customary Charges shall be deemed to be those laid down in the Singapore Medical Association's Schedule of Fees.
25. Terrorism	Means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public in fear. Terrorism can include, but not limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
26. You/Your/Insured Person	An individual person/persons so described in the Policy Schedule, whose name is included in the proposal form and in respect of whom commencement of cover has been approved and confirmed in writing by Us, and refer to the person covered under the Policy.



#### Section 1. Accidental Death

- If an Insured Person shall sustain Injury
  which results, solely and independently of
  any other causes, in death within twelve (12)
  calendar months from the date of the
  Accident whilst riding on, mounting or
  dismounting from a PMD, the Company will
  pay the amount for Accidental Death
  (Principal Sum Insured) as stated in the
  Policy Schedule.
- 2. Benefits payable shall be reduced by any benefits already paid under Section 2 (Permanent Disablement) in respect of the same Injury.

#### Section 2. Permanent Disablement

If an Insured Person shall sustain Injury which
results in Permanent Disablement falling
within one of the categories listed in the
Permanent Disablement (Scale of Benefits)
Table below within twelve (12) calendar
months from the date of the Accident whilst
riding on, mounting or dismounting from a
PMD, the Company will pay the Percentage of
Principal Sum insured as stated in the Policy
Schedule.

## Permanent Disablement (Scale of benefits) Table

Table		
Description	% of Principal Sum Insured	
<ul> <li>Permanent Total</li> <li>Disablement</li> </ul>	100%	
<ul> <li>Loss of two limbs</li> </ul>	100%	
<ul> <li>Loss of both hand or of all fingers and both thumbs</li> </ul>	100%	
Total loss of sight of both eyes	100%	
Total paralysis	100%	

# Permanent Disablement (Scale of benefits) Table

De	escription	% of Principal Sum Insured
•	Injuries resulting in being Permanently bedridden	100%
•	Any other injury causing Permanent Total Disablement	100%
•	Loss of one arm between or at shoulder to wrist	100%
•	Loss of one leg between or at hip to ankle	100%

The total aggregate sum payable in respect of any one Accident shall not exceed 100% of the Principal Sum Insured.

#### **Section 3.** Medical Expenses

- The Company will reimburse the Insured person for the Medical Expenses paid for treatment of Injury whilst riding on, mounting or dismounting from a PMD, up to the amount as specified in the Policy Schedule per Accident.
- 2. When an Insured Person is entitled to reimbursement for all, or part of such expense(s) from another source(s), the Company will be liable only for the excess of the amount recoverable from such source(s).
- 3. We will pay the Reasonable and Customary Charges incurred, provided such expenses are incurred within twelve (12) calendar months from the date of the Accident.



#### Section 4. Personal Liability

We will indemnify You for all sums which You may be legally liable arising as a result of:

- 1. Accidental death or injury to a third party; or
- Accidental loss or damage to property of any third party

whilst riding on, mounting or dismounting from a PMD.

We will also indemnify You in respect of any claims to which the indemnity under this section applies:

- All costs and expenses recoverable from You by third parties
- All costs and expenses incurred with Our written consent

Our liability for all compensation payable in respect of any one occurrence and in the aggregate shall not exceed the Benefit Limit stated in the Policy Schedule.

#### **Exclusions to Section 4**

We are not liable in respect of legal liability arising from:

- The death or Injury to You or Your Immediate Family Members
- Loss or damage to any property that is owned or controlled by You or Your Immediate Family Members
- 3. Failure to perform Your duty under a contract
- 4. Accepting liability without Our agreement
- Your own unlawful, malicious, deliberate or intentional acts
- Judgements which are not delivered by or obtained from a Court of competent jurisdiction within Singapore

- Legal costs resulting from any criminal proceedings
- 8. Punitive, aggravated or exemplary damages
- The ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals
- **10.** Your participation in any races, rallies, or car, motorcycle, boat or aerial racing
- Accidents occurring while You are outside Singapore
- **12.** PMDs which are not registered under Your name or the name of the Insured Person
- 13. Fire and/or explosion of the PMD
- **14.** The Work Injury Compensation Act (WICA)

#### **Extensions**

This Policy shall extend to cover the following subject to the terms and conditions of the Policy:

1. Strike, Riot and Civil Commotion
Injury sustained as a direct result of Strike,
Riot and Civil Commotion will be covered
under the terms of this Policy provided that
the Insured is not an active/direct participant
of such activities or the Injury does not arise
out of or in connection with the Insured's
collaboration or provocation of such act.

#### 2. Terrorism

- a) Injury sustained as a result of an act of Terrorism involving the use of Nuclear, Chemical, and Biological Weapon, will be covered under the terms of this Policy
- We will not pay if the act of Terrorism is committed by any of the Insured
   Person(s) or any others related to the



Insured Person(s) whether acting alone or in collusion with others

#### 3. Commercial Use

Injury sustained or third-party liability incurred as a result of the use of the PMD in the course of Your work from which You derive an income, remuneration or profit. The determination on whether an Accident happens in the course of Your work will be based on digital or electronic records from Your electronic device and/or similar records of the organisation for whom You are performing work for at the time of the Accident.

#### **Exclusions**

These Exclusions are applicable to the entire Policy.

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

- AIDS (Acquired Immunodeficiency Syndrome) & ARC (AIDS Related Complex) & HIV (Human Immunodeficiency Virus) infection.
- Any Accident to an Insured Person or third party liabilities which arise in the course of his/her occupation unless there is an extension to the Policy coverage as described in the Policy Schedule.
- 3. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military, or usurped power.
- 4. Any Pre-Existing Condition.

- 5. Any unlawful, malicious, criminal or intentional act of an Insured Person, or his/her willful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.
- 6. Breaking of any laws, rules, regulations and guidelines set by any relevant authorities in Singapore, including, but not limited to, any illegal modifications to the PMD.
- 7. Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment or any treatment to correct facial disfigurement not due to accident, provided that this exclusion does not apply to reconstructive surgery if:
  - a) it is carried out to restore function or appearance after an Accident (provided that the Accident occurred while the Insured Person was covered under this Policy); and
  - **b)** 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
- **8.** Injury due to or contributed by pregnancy, childbirth or abortion.
- **9.** Injury resulting from engaging in or taking part in any activities outside Singapore.
- 10. Injury sustained whilst under the influence of or due wholly or partly to the effects of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered Medical Practitioner but not for the treatment of drug addiction.



- Illness, disease, mental defect or infirmity, or insanity, bacterial or viral infections even if contracted by accident.
- 12. 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, except if due to an act of Terrorism.
- 13. Medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy.
- **14.** The Insured Person participating in any professional sports, any kind of speed contest, rallies or racing.
- 15. The Insured Person participating in any sports or activities in a professional capacity and/or from which he or she could earn an income or remuneration.

#### **Conditions**

#### 1. Liability

We will have no liability to pay any benefits under this Policy if You or any 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 this Policy, during the period of insurance, and upon each renewal
- fails to properly observe and fulfill the terms and conditions of this Policy
- c) makes any untrue statement

- omits, suppresses or incorrectly states any material information affecting the risk
- e) makes any claim that is fraudulent or exaggerated or makes any false declaration or statement in support of a claim. The Company reserves the right to recover from You any amounts that may have already been paid out

#### 2. Changes in Circumstances

If there is any change in circumstances affecting the risk, You must give Us immediate written notice and pay any additional premium that We may require. In particular, You must notify Us of any changes in occupation/business or country of residence of any Insured Person. If You do not provide this information to Us, We may:

- a) reduce the amount payable for the claim under this Policy; or
- refuse to pay the claim that may arise;or
- c) cancel Your insurance Policy from inception

#### 3. Misstatement of Age

This Policy does not cover any person under the age of 18 years old and over the age of 65 years old. In the event of inadvertent inclusion of such a person in or failure to delete him from the list of Insured Persons the relevant premium shall be refunded to the Insured.

#### 4. Policy Renewal

This Policy is renewable at our option, subject to underwriting requirements being fulfilled and at the premium rates determined at that time by Us. Where at renewal a request is made to hold cover, the maximum period that cover can be held will be fourteen (14) days. If at the end of this period the



Policy is cancelled or lapsed for any reason whatsoever, You must pay Us a premium for the number of days the cover was held which will be calculated pro-rata on the renewal premium subject to minimum premium of \$\$25 + GST.

#### 5. Taking Precautions

You and all Insured Persons must at all times take reasonable precautions to prevent accidents, loss or damage.

#### 6. Automatic Termination

Cover under this Policy for any particular Insured Person shall automatically terminate on the earliest happening of the following events:

- a) on the death of such Insured Person; or
- b) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy; (provided that if an Insured Person satisfies the age eligibility requirements at the commencement of a Period of Insurance, his/her cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance); or
- c) upon being convicted of a criminal act

#### 7. Cancellation/Termination of Cover

- a) You have the right to cancel this Policy at any time by giving written notice to Us. If no claims have been made during the current Period of Insurance, We will grant You a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST
- You have the right to terminate cover for any Insured Person at any time by giving Us written notice, and upon such termination, You will be granted a pro-

- rated refund of the premium paid in respect of that Insured Person corresponding to the unexpired Period of Insurance subject to a minimum premium of S\$25 + GST
- c) We have the right to cancel this Policy or any Section or part of it by giving You thirty (30) days' written notice, and upon Cancellation You will be granted a prorated refund of the total premium paid corresponding to the unexpired Period of Insurance

#### 8. Right to Return Policy/Free Look

In the event that You are not satisfied with the Policy for any reason and there are no claims on the Policy, it may be returned to Us for Cancellation with effect from inception, within fourteen (14) working days after receipt of the Policy by You. Any premium billed will be refunded without interest. This right to return Policy is applicable only to newly incepted policies.

#### 9. Payment of Benefits

Any benefit payable under this Policy shall be paid to the Insured Person or to the Insured Person's legal representative or estate. Any payment made by Us in accordance with this condition shall in all cases finally and completely discharge Us of all our liability.

#### 10. Non-Contribution

If You or any Insured Person becomes entitled to a refund or reimbursement of all or part of claimed expenses from any other source, or if there is in place any other insurance against the events covered, We will only be liable for the excess of the amount recoverable from such other source or insurance. This condition is only applicable to benefits whereby payment is on a reimbursement or indemnity basis.



#### 11. Claim Procedures

- a) In the event of any accidents involving third party property damage or bodily injury, You must make a police report within 24 hours of the accident. A copy of the police report must be given when submitting a claim to Us
- b) Written notice shall be given to Us as soon as possible and in any event within thirty (30) days of the occurrence of any event, which may give rise to a claim under this Policy
- c) A claim form obtainable from Us upon request shall then be submitted to Us within thirty (30) days after the expiry period for which the claim is made, accompanied by the necessary supporting evidence of the occurrence, character and extent of loss
- d) All certificates, receipts, information and evidence required by Us shall be supplied free of expense to Us, in the form prescribed by Us
- e) Failure to comply with the time and procedure stipulated for the making of a claim in this clause may invalidate the claim and no benefit shall be payable under this Policy
- f) We shall have the right and the opportunity through our medical representatives to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious beliefs. We will bear the expenses incurred in such examinations, unless the claim is proved to be invalid, in which case We shall be entitled to

recover all the expenses so incurred from You

#### 12. Legal Proceedings

No legal proceeding may be commenced against Us prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms of the Policy, the Insured Person may, within a grace period of one (1) year from the time that the written proof of loss should have been furnished, submit the relevant proof of loss to Us with satisfactory 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.

#### 13. Mediation/Arbitration

All disputes arising out of this Policy may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the mediation procedure for the time being in force, if the parties so agree. The parties agree to take part in the mediation in good faith and undertake to honor the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

#### 14. Applicable Law

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

#### 15. Contract (Rights of Third Parties) Act

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 2001 to enforce any of its terms.

#### 16. 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.

#### 17. Alterations

We reserve the right to amend the terms and provisions of this Policy, and such amendment will be applicable from the effective date of such amendment. No alteration to this Policy shall be valid unless approved in writing by an authorised person of the Company and reflected in an endorsement. Intermediary(ies) of the Company have no authority to amend or to waive any of the terms and conditions of this Policy.

#### 18. Currency Exchange Rates

Payment of all claims and benefits will be made in Singapore currency. Charges incurred in any other currency shall be payable in Singapore Dollars on the basis of the quoted exchange rate in effect on the date such charges were incurred.

#### 19. Clerical Error

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

#### 20. Payment Before Cover Warranty

a) Notwithstanding anything herein contained but subject to clauses b and c hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy,

- Renewal Certificate, Cover Note or Endorsement
- is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and Endorsement
- c) In respect of insurance coverage with "Free Look" provision, the Insured may return the original Policy document to the Company or intermediary within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.

#### 21. Breach of Premium Warranty

It is condition precedent that this insurance Policy is issued on the basis that the named Insured has never had any insurance (for the risk Insured) cancelled due solely or in part to a breach of premium payment warranty in the last twelve (12) months.

