



## **Smart***Care Critical* /

**Instant funds when you need  
it most**

**redefining** / insurance



## Caring for our Customers

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AXA Insurance Singapore will make every effort to provide a high level of service expected by all our policyholders. If on any occasion our service falls below the standard of your expectation, the procedure below explains what you can do:

- Your first point of contact should always be your insurance agent or broker. Alternatively, you may submit your feedback to the AXA Manager in charge of the matter you are raising.
- We will acknowledge receipt of your feedback within 3 working days whilst we look into the matter you raised. We will contact you for further information if required within 7 working days and provide you with a full reply within 14 working days.
- If the outcome of your complaint is not handled to your satisfaction, you can write to:

Chief Executive Officer  
AXA Insurance Singapore Pte Ltd  
8 Shenton Way #27-01 AXA Tower  
Singapore 068811

We will respond to your appeal within 14 working days.

- If you are still dissatisfied with the CEO's response, we will refer you to a dispute resolution organisation, Financial Industry Disputes Resolution Centre Ltd (FIDReC) who is an independent organization. FIDReC's contact details are:

Financial Industry Disputes Resolution Centre Ltd  
112 Robinson Road #13-03  
HB Robinson  
Singapore 068902

Telephone : 63278878  
Fax : 63278488  
Email : [info@fidrec.com.sg](mailto:info@fidrec.com.sg)  
Website : [www.fidrec.com.sg](http://www.fidrec.com.sg)

**Important – Please remember to quote your Policy reference in your Communication.**

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## YOUR **SmartCare Critical** POLICY

Welcome to your **SmartCare Critical** Policy.

Please read this Policy carefully together with our Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. Do keep these documents in a safe place as they are legal documents.

If you have any questions after reading these documents, please contact your insurance adviser or AXA Insurance at 1800-880-4888.

If there are any changes that may affect the insurance provided, please notify us immediately.

### IMPORTANT NOTICE

1. Before we provide cover, you must fully and faithfully tell us everything you know (or could reasonably be expected to know) that is relevant to our decision to insure you, otherwise you may receive no benefit from your Policy.
2. The insurance cover under this Policy is based on the information submitted to us, as set out in the accompanying documents. Please read these documents carefully. If they contain any information that is incorrect, please notify us immediately, otherwise you may receive no benefit in the event of a valid claim. If the information, which you subsequently provide us, differs materially from the information set out in the form, we may offer cover on different terms or decline it altogether. If we do not hear from you within 14 days from the date of issue of this Policy, we will take it that the information is complete and correct.
3. We give you a period of 14 days to review the policy. If you then decide that this policy does not satisfy your needs, you may return it to us for cancellation. Provided that no claims have been made during this period, we shall then refund you the premium you paid us.

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## HOW YOUR INSURANCE OPERATES

Your **SmartCare Critical** Policy is a contract between you and AXA Insurance, and it consists of:

- this Policy document
- the Schedule, which has details relating to you, the type of cover and Period of Insurance

The Fact Find Form, application form, declaration and any other information given form the basis of this contract. The Policy, conditions, exclusions, endorsements and memoranda shall be read together as one contract and any word or expression shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective on the date specified in the Schedule and continue for the Period of Insurance specified, ending at 23:59 Standard Singapore Time on the last day of the Period of Insurance.

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## ELIGIBILITY AND SCOPE

### 1. Persons Eligible

To be eligible for Cover under this Policy, you must be aged between 18 and 55 years (inclusive). Your legal spouse aged between 18 and 55 years (inclusive) is also eligible for Cover. Subject to our approval, cover may be renewed for you and your spouse up to (and including) age 65.

To be eligible for Cover, all Insured Persons must be Residents of Singapore.

"Residents of Singapore" means Singapore Citizens and Permanent Residents (holders of re-entry Permits) as well as holders of employment passes, work permits, students' passes or dependant's passes.

An Insured Person who is not a Resident of Singapore may be covered, subject to our approval.

### 2. Addition of Insured Persons

Your legal spouse if eligible may be included as Insured Person under this Policy if:

- a) he/she is eligible to be insured in accordance with our terms and standards of acceptance;  
and
- b) the required additional premium is paid.

Cover for your spouse will only commence on the date on which we determine that the above conditions have been met.

### 3. Geographical Scope

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

### 4. Further conditions concerning Cover

- (a) An Insured Person's cover will cease automatically if he/she remains outside of his/her Country of Residence for a period in excess of one hundred and eighty (180) consecutive days. In such event, the Insured Person's cover will be terminated at 23:59 Standard Singapore Time on the 180th day after the Insured Person's departure from his/her Country of Residence.
- (b) Upon your request, we may agree to waive clause (a) above, either conditionally or absolutely.

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## DEFINITIONS

These terms, wherever used in this Policy, are defined as follows:

<b>Term</b>	<b>Meaning</b>
<b>Accident</b>	An event of violent, accidental, external and visible nature, which independently of any other cause, is the sole cause of bodily injury.
<b>Age</b>	Age next birthday, unless the context otherwise requires.
<b>Congenital Conditions</b>	Congenital anomalies as well as neo-natal physical abnormalities developing within six (6) months of birth.
<b>Country of Residence</b>	The country in which the Insured Person is residing at the date of commencement of his Cover unless otherwise stated in the Policy Schedule or in an Endorsement.
<b>Cover</b>	Insurance cover in accordance with the terms of this Policy, as applicable to each Insured Person.
<b>Endorsement</b>	An authorized amendment to this Policy.
<b>Hospital</b>	<p>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:</p> <ul style="list-style-type: none"><li>(a) Has organised facilities for diagnosis, treatment and major surgery;</li><li>(b) Provides twenty-four (24) hours a day nursing services by registered graduate nurses;</li><li>(c) Is under the supervision of one or more Physicians at all times; and</li><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>
<b>Illness</b>	A physical condition marked by a pathological deviation from the normal healthy state.
<b>Injury</b>	Bodily injury caused solely and directly by an Accident.
<b>Insured Person(s)</b>	The person/persons so described in the Schedule.
<b>Period of Insurance</b>	The period of cover shown in the Policy Schedule; and for any following period, for which cover is extended by mutual agreement.
<b>Physician</b>	A medical practitioner (other than an Insured Person or a member of the Insured Person's immediate family) qualified by a medical degree and duly licensed or registered to practice western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
<b>Pre-Existing Condition</b>	An injury or an illness which existed (or symptoms or manifestations of which existed) prior to the effective date of cover with respect to an Insured Person based on normal medically accepted pathological development of the illness, or of which the insured Person was aware or should reasonably have been aware, irrespective of whether treatment was actually received.

**Company / Insurer /  
We (our/us)**

AXA Insurance Singapore Pte Ltd

**You (your)**

The party named in the Schedule as the policyholder

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## DESCRIPTION OF BENEFITS

**Important Notice:** The Benefits described below may be subject to maximum limits. Please check the Schedule of Benefits for details.

### A. CRITICAL ILLNESS BENEFITS

We will pay the relevant Critical Illness lump sum benefit as set out in the Benefits Schedule if an Insured Person is unequivocally diagnosed, while he/she is Covered under this Policy, by a Physician as having suffered one of the Critical Illnesses and has survived thirty days (30 days) from the date of confirmed diagnosis.

**We will pay the benefit under this section A only for the first instance of Critical Illness suffered by an Insured Person after the commencement of this Policy and only once during the lifetime of this Policy in respect of each Insured Person.**

### B. EXTRA BENEFITS

If any Insured Person is entitled to payment of a Critical Illness benefit under section A and the Critical Illness suffered is Cancer, we will pay:

- (1) to any female Insured Person whose Cancer is Cancer of the breast, cervix uteri, uterus, fallopian tube, ovary or vagina/vulva, the extra benefit as set out in the Benefits Schedule;
- (2) to any male Insured Person whose Cancer is Cancer of the prostate gland, penis or testes, the extra benefit as set out in the Benefits Schedule.

**We will pay the benefit under this section B only once during the lifetime of this Policy in respect of each Insured Person.**

### C. DAILY HOSPITAL CASH BENEFIT

We will pay the relevant specified sum set out in the Benefits Schedule for each completed 24 hour period of confinement of an Insured Person in a Hospital which occurs during a Period of Insurance for treatment of the Insured Person for a Critical Illness. Our maximum liability under this section C shall not exceed 60 days of Hospitalisation per Insured Person for each Period of Insurance.

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## SPECIAL CONDITION: WAITING PERIOD

No benefits will be payable for:

- (a) any Critical Illness diagnosed within 30 days; or
- (b) Cancer, Coronary Artery By-Pass Surgery and Heart Attack if the condition is diagnosed within 90 days;

of the date the Insured Person is first Covered under this Policy (or, in the case where Cover has lapsed and is reinstated, of the date when Cover first re-commences).

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## CRITICAL ILLNESSES

The Critical Illnesses in respect of which benefits are payable under this Policy are as set out below.

### 1. Major Cancers

A malignant tumour characterised 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.

The following are excluded:

- Tumours showing the malignant changes of carcinoma-in-situ and tumours 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;
- Hyperkeratoses, 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;
- 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 Leukaemia less than RAI Stage 3; and
- All tumours in the presence of HIV infection.

### 2. Heart Attack

Death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:

- History of typical chest pain;
- New electrocardiogram (ECG) changes proving infarction;
- Diagnostic elevation of cardiac enzyme CK-MB;
- Diagnostic elevation of Troponin (T or I);
- Left ventricular ejection fraction less than 50% measured 3 months or more after the event.

### 3. Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by all of the following conditions:

- Evidence of permanent neurological damage confirmed by a neurologist at least 6 weeks after the event; and
- Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks;
- Brain damage due to an Accident or Injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye or optic nerve; and
- Ischaemic disorders of the vestibular system.

### 4. Coronary Artery By-pass Surgery

The actual undergoing of open-chest surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

Angioplasty and all other intra arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.

**5. Kidney Failure**

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

**6. Aplastic Anaemia**

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- Blood product transfusion;
- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplantation.

The diagnosis must be confirmed by a haematologist.

**7. Blindness (Loss of Sight)**

Total and irreversible loss of sight in both eyes as a result of Illness or Accident. The blindness must be confirmed by an ophthalmologist.

**8. End Stage Lung Disease**

End stage lung disease, causing chronic respiratory failure. This diagnosis must be supported by evidence of all of the following:

- FEV1 test results which are consistently less than 1 litre;
- Permanent supplementary oxygen therapy for hypoxemia;
- Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less ( $\text{PaO}_2 \leq 55\text{mmHg}$ ); and
- Dyspnea at rest.

The diagnosis must be confirmed by a respiratory physician.

**9. End Stage Liver Failure**

End stage liver failure as evidenced by all of the following:

- Permanent jaundice;
- Ascites; and
- Hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

**10. Coma**

A coma that persists for at least 96 hours. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli for at least 96 hours;
- Life support measures are necessary to sustain life; and
- Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

Coma resulting directly from alcohol or drug abuse is excluded.

**11. Deafness (Loss of Hearing)**

Total and irreversible loss of hearing in both ears as a result of Illness or Accident. This diagnosis must be supported by audiometric and sound-threshold tests provided and certified by an Ear, Nose, Throat (ENT) specialist.

Total means “the loss of at least 80 decibels in all frequencies of hearing”.

**12. Heart Valve Surgery**

The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

### 13. Loss of Speech

Total and irrecoverable loss of the ability to speak as a result of Injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

All psychiatric related causes are excluded.

### 14. Major Burns

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the Insured Person's body.

### 15. Major Organ/Bone Marrow Transplantation

The receipt of a transplant of:

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

### 16. Multiple Sclerosis

The definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:

- Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;
- Multiple neurological deficits which occurred over a continuous period of at least 6 months; and
- Well-documented history of exacerbations and remissions of said symptoms or neurological deficits.

Other causes of neurological damage such as SLE and HIV are excluded.

### 17. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a consultant neurologist. The condition must result in the inability of the Insured Person to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living:

- (i) Washing- the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (ii) Dressing- the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (iii) Transferring- the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (iv) Mobility- the ability to move indoors from room to room on level surfaces;
- (v) Toileting- the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (vi) Feeding- the ability to feed oneself once food has been prepared and made available.

### 18. Paralysis (Loss of Use of Limbs)

Total and irreversible loss of use of at least 2 entire limbs due to Injury or disease. This condition must be confirmed by a consultant neurologist. Self-inflicted injuries are excluded.

### 19. Parkinson's Disease

The unequivocal diagnosis of idiopathic Parkinson's Disease by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- the disease cannot be controlled with medication;
- signs of progressive impairment; and

- inability of the Insured Person to perform (whether aided or unaided) at least 3 of the following 6 “Activities of Daily Living” for a continuous period of at least 6 months:

Activities of Daily Living:

- (i) Washing- the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (ii) Dressing- the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (iii) Transferring- the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (iv) Mobility- the ability to move indoors from room to room on level surfaces;
- (v) Toileting- the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (vi) Feeding- the ability to feed oneself once food has been prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

## 20. Surgery to Aorta

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra arterial techniques are excluded.

## 21. Alzheimer's Disease / Severe Dementia

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Insured Person. This diagnosis must be supported by the clinical confirmation of an appropriate consultant and supported by the Company's appointed doctor.

The following are excluded:

- Non-organic diseases such as neurosis and psychiatric illnesses; and
- Alcohol-related brain damage.

## 22. Fulminant Hepatitis

A submassive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- rapid decreasing of liver size;
- necrosis involving entire lobules, leaving only a collapsed reticular framework;
- rapid deterioration of liver function tests;
- deepening jaundice; and
- hepatic encephalopathy.

## 23. Motor Neurone Disease

Motor neurone disease characterised by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. This diagnosis must be confirmed by a neurologist as progressive and resulting in permanent neurological deficit.

## 24. Primary Pulmonary Hypertension

Primary Pulmonary Hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterisation, resulting in permanent physical impairment of at least Class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment.

The NYHA Classification of Cardiac Impairment (Source: “Current Medical Diagnosis & Treatment – 39th Edition”):

Class I: No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.

- Class II: Slight limitation of physical activity. Ordinary physical activity results in symptoms.
- Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

## 25. Terminal Illness

The conclusive diagnosis of an Illness that is expected to result in the death of the Insured Person within 12 months. This diagnosis must be supported by a specialist and confirmed by the Company's appointed doctor. Terminal Illness in the presence of HIV infection is excluded.

## 26. HIV Due to Blood Transfusion and Occupationally Acquired HIV

- (A) Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:
- The blood transfusion was medically necessary or given as part of a medical treatment;
  - The blood transfusion was received in Singapore after the commencement date, date of endorsement or date of reinstatement of this Policy, whichever is the later;
  - The source of the infection is established to be from the Institution that provided the blood transfusion and the Institution is able to trace the origin of the HIV tainted blood; and
  - The Insured Person does not suffer from Thalassaemia Major or Haemophilia.
- (B) Infection with the Human Immunodeficiency Virus (HIV) which resulted from an Accident occurring after the commencement date, date of endorsement or date of reinstatement of this Policy, whichever is the later whilst the Insured Person was carrying out the normal professional duties of his or her occupation in Singapore, provided that all of the following are proven to the Company's satisfaction:
- Proof of the Accident giving rise to the infection must be reported to the Company within 30 day of the Accident taking place;
  - Proof that the Accident involved a definite source of the HIV infected fluids;
  - Proof of sero-conversion from HIV negative to HIV positive occurring during the 180 days after the documented Accident. This proof must include a negative HIV antibody test conducted within 5 days of the Accident; and
  - HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded.

This benefit is only payable when the occupation of the Insured Person is a medical practitioner, houseman, medical student, state registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic (in Singapore).

This benefit will not apply under either Section A or B where a cure has become available prior to the infection. "Cure" means any treatment that renders the HIV inactive or non infectious.

## 27. Benign Brain Tumor

A benign tumour in the brain where all of the following conditions are met:

- It is life threatening;
- It has caused damage to the brain;
- It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
- Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

The following are excluded:

- Cysts;
- Granulomas;

- Vascular Malformations;
- Haematomas; and
- Tumours of the pituitary gland or spinal cord.

### **28. Encephalitis**

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a consultant neurologist and the permanent neurological deficit must be documented for at least 6 weeks. Encephalitis caused by HIV infection is excluded.

### **29. Bacterial Meningitis**

Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 6 weeks. This diagnosis must be confirmed by:

- The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
- A consultant neurologist.

Bacterial Meningitis in the presence of HIV infection is excluded.

### **30. Angioplasty & Other Invasive Treatment For Coronary Artery**

The Limited Advance Payment benefit equal to 10% of the Lump Sum Advance Payment subject to a \$25,000 maximum shall be paid if the Insured Person actually undergoes balloon angioplasty or similar intra arterial catheter procedure to correct a narrowing of minimum 60% stenosis, of one or more major coronary arteries as shown by angiographic evidence. The revascularisation must be considered medically necessary by a consultant cardiologist.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

This benefit shall cease upon payment of one Limited Advance Payment.

Diagnostic angiography is excluded.

For the purposes of this section, the amount of the "Lump Sum Advance Payment" is the applicable Critical Illness lump sum benefit as set out in the Benefits Schedule.

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## **POLICY EXCLUSIONS**

This Policy shall not cover situations listed below and any conditions arising therefrom:

1. All Pre-existing Conditions unless declared by the Insured Person in the application form and specifically accepted by the Company during underwriting stage and endorsed thereon.
2. Congenital conditions and any physical birth defects arising out of or resulting therefrom.
3. Suicide or attempted suicide, self-inflicted injuries or any attempt thereat while sane or insane.

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# GENERAL CONDITIONS

## 1. Liability

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

- (a) fail 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 and upon each renewal;
- (b) fail to properly observe and fulfill the terms and conditions of this Policy;
- (c) make any untrue statement;
- (d) omit, suppresses or incorrectly states any material information affecting the risk;
- (e) make any claim that is fraudulent or exaggerated, or makes any false declaration or statement in support of a claim.

## 2. Misstatement of Age

If the age of any Insured Person has been misstated and the premium paid as a result is insufficient, any claim payable under this Policy shall be pro-rated based on the ratio of the actual premium paid to the correct premium, which should have been charged for the year. Any excess premium that may have been paid as a result of any misstatement of age shall be refunded without interest. If at the correct age an Insured Person would not have been eligible for cover under this policy, no benefit shall be payable, and our liability shall be limited to the refund of the premium paid without interest.

## 3. Policy Renewal

You may renew this Policy, only in respect of those Insured Persons who have made no claims during the current Period of Insurance, by paying the premium applicable at the time of renewal. The premium rates will be determined at each renewal based on the profile of all persons insured under our **SmartCare Critical** Individual plan.

## 4. Policy Plan Upgrading

Upon your request, we may agree to a change in policy coverage, but any such change shall be applicable only at the time of next renewal of the Policy.

## 5. Automatic Termination

- (a) Cover under this Policy for any particular Insured Person shall automatically terminate on the earliest happening of the following events:
  - (i) on the death of such Insured Person; or
  - (ii) 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 requirement 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);
  - (iii) at the end of the Period of Insurance during which such Insured Person first makes a claim under this Policy.
- (b) Termination of your cover shall automatically terminate cover for your spouse.

## 6. 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\$53.50 (inclusive of GST).
- (b) You have the right to terminate cover for any Insured Person at any time by giving us written notice. If no claims have been made during the current Period of Insurance in respect of such Insured Person, you will be granted a pro-rated refund of the premium paid corresponding to the unexpired Period of Insurance.

- (c) We have the right to cancel this Policy in the event that we decide to cease offering our **SmartCare Critical** Individual plan altogether. We will give you at least thirty (30) days' written notice of such cancellation, and upon such cancellation you will be granted a pro rated refund of the total premium paid corresponding to the unexpired Period of Insurance.

## 7. Changes in Circumstances

If there is any change in circumstances affecting the risk, you must give us immediate written notice. In particular, you must notify us of any changes in occupation/business or health affecting you or any Insured Person.

## 8. Subsisting Insurance

An Insured Person may only be Covered under one **SmartCare Critical** policy. Should an Insured Person try to obtain cover under more than one policy, Cover will only be effective under the **SmartCare Critical** Policy with the earliest issue date and the Insured Person shall not be Covered under any other **SmartCare Critical** Policies issued subsequently, and any premiums paid under such policies shall be refunded without interest.

## 9A. Payment Before Cover Warranty

- (a) This clause 9A only applies if the Policyholder is an Individual
- (b) Notwithstanding anything herein contained but subject to clauses 9A(c) and 9A(d) hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by us (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.
- (c) In the event that the total premium due is not paid and actually received in full by us (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 be deemed to be cancelled immediately and no benefits whatsoever shall be payable by us. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.
- (d) In respect of coverage with "Free Look" provision, you may return the original policy document to us or to the intermediary within the "Free Look" period if you decide to cancel the cover during the "Free Look" period. In such an event, you will receive a full refund of the premium paid to us provided that no claim has been made under the insurance.

## 9B. Premium Payment Warranty

- (a) This clause 9B only applies if the Policyholder is a business or commercial establishment
- (b) Notwithstanding anything herein contained but subject to clause 9B(c) hereof, it is hereby agreed and declared that if the Period of Insurance is 60 days or more, any premium due must be paid and actually received in full by us (or the intermediary through whom this Policy was effected) within 60 days of the:-
  - (i) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (ii) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
- (c) In the event that any premium due is not paid and actually received in full by us (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
  - (i) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;

- (ii) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (iii) we shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$26.75 (inclusive of GST).
- (d) If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by us (or the intermediary through whom this Policy was effected) within the Period of Insurance.

#### **10. Condition Precedent**

The validity of this Policy is subject to the condition precedent that:

- (a) for the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - (i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to us before cover incept.

#### **11. Determination of Premiums**

For the purposes of determining premiums payable, an Insured Person's age shall be deemed to be his/her age on his/her next birthday, and any premium tables or other material we provide in this connection shall be read accordingly.

#### **12. Payment of Benefits**

Any benefits payable under this Policy shall be paid to the Insured Person or his/her legal representative.

#### **13. Claim Procedures**

- (a) Written notice shall be given to us or our appointed representatives as soon as possible and in any circumstances within ninety (90) days from the date of confirmed diagnosis of the Critical Illness.
- (b) A claim form obtainable from us upon request shall then be submitted to us within thirty (30) days after the expiry of the period for which the claim is made, accompanied by the necessary supporting evidence of the occurrence, character and extent of loss.
- (c) All certificates, receipts, information and evidence required by us shall be supplied free of expense to us, in the form prescribed by us.
- (d) Failure to comply with the time and procedure stipulated for the making of a claim in this clause shall invalidate the claim and no benefit shall be payable under this Policy.
- (e) 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.

#### **14. 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.

**15. 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 honour 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.

**16. Applicable Law**

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

**17. Rights of Third Parties**

A person or any entity who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

**18. Non-Assignment**

This policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

**19. Alterations**

We reserve the right to amend the terms and provisions of this Policy, provided that such amendments apply to all persons insured under our SmartCare Critical Individual plan. We will inform you of the intended amendment at least thirty (30) days prior to the renewal. Unless specifically mentioned, such amendment shall not affect any special conditions or endorsements applicable at the time of commencement of Cover. No alteration to this Policy shall be valid unless approved in writing by our authorized representative and reflected in an endorsement. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

**20. 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.

**21. Clerical Error**

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

**22. Sanction Clause**

Under no circumstances shall this insurance contract be deemed to provide Cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Singapore.

## BENEFITS TABLE (S\$)

BENEFITS	Plan A	Plan B	Plan C	Plan D
A) Diagnosis of any of the 30 Critical Illnesses	30,000	50,000	75,000	100,000
B1) Extra Benefit For Female Cancer (Cancer that is of the breast, cervix uteri, uterus, fallopian tube, ovary or vagina/vulva)	3,000	5,000	7,500	10,000
B2) Extra Benefit For Male Cancer (Cancer that is of the prostate gland, penis or testes)				
C) Daily Hospital Cash Benefit (Per day up to maximum 60 days per Insured Person per Period of Insurance)	50	100	150	200

Note: Benefits under Section A and Section B1/B2 is payable once during the lifetime of the policy.

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This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

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