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# GENERAL PROVISIONS FOR LIFE INSURANCE

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## Contents

<b>1</b>	<b>Our Agreement</b>	<b>Page</b>
1.1	The Agreement	1
1.2	No Restriction on Residence, Travel and Occupation	1
1.3	Policy Currency	1
<b>2</b>	<b>Policy Owners' Protection Scheme</b>	<b>1</b>
<b>3</b>	<b>Our Responsibilities</b>	<b>1</b>
3.1	Covered Events	1
3.2	Guaranteed Insurability Benefit	1
3.3	Cash Benefits	2
3.4	Cash Values & Paid-up Policy	2
3.5	Loans	2
3.6	Bonus	2
3.7	Maturity Benefit	2
<b>4</b>	<b>Your Responsibilities</b>	<b>2</b>
4.1	Premium	2
4.2	Bring Back Your policy/ Reinstatement	2
<b>5</b>	<b>What Is Covered?</b>	<b>3</b>
5.1	Death Benefit	3
5.2	Terminal Illness Benefit	3
5.3	Total & Permanent Disability (TPD) Benefit	3
<b>6</b>	<b>What Is Not Covered?</b>	<b>3</b>
6.1	Suicide	3
6.2	Total & Permanent Disability (TPD) Benefit	3
6.3	Terminal Illness Benefit	3
6.4	Specific Conditions	3
6.5	Pre-existing Conditions	3
<b>7</b>	<b>Making Claims From The Policy</b>	<b>4</b>
7.1	How to make a Claim	4
7.2	Who do we pay benefits to	4
<b>8</b>	<b>Our Rights</b>	<b>4</b>
8.1	Our Rights to challenge this contract	4
8.2	Correction of Mistakes and Errors	4
8.3	Changes in Taxation, Regulations and Legislation	4
8.4	Errors In Age Or Gender	4
<b>9</b>	<b>Your Rights</b>	<b>4</b>
9.1	Free look	4
9.2	Transferring the legal right of the policy	4
9.3	Change Of Policy Ownership	4
9.4	Nominees	4
<b>10</b>	<b>When Will Your Policy End?</b>	<b>4</b>
<b>11</b>	<b>What Do We Mean With These Words?</b>	<b>5</b>

## 1. Our Agreement

### 1.1 The Agreement

Your policy is regulated using the laws of Singapore. It forms the entire legal agreement between you and us. It is made up of:

- These General Provisions for life insurance
- Supplementary terms on your coverage
- Your policy information page
- Your proposal form
- Any supplementary questionnaires that you have given to us for our risk assessment purpose, including information in medical reports
- Your financial needs analysis
- Our offer of conditional acceptance (if any)
- Any supplementary rider contract and
- Any endorsements we may issue to you on this policy

We took the information you have given us on the proposal form, supplementary questionnaires, medical reports and medical examination to decide whether or not to insure you. The information obtained will form the basis of the contract of insurance between you and us. Your policy may be void if you have given us incomplete or inaccurate information.

In exchange for the premiums you pay, we agree to give you the benefits written on your policy information page and which are explained in these General Provisions for life insurance and the supplementary terms we send you.

Anyone not directly a party to this contract has no right to enforce the Contract (Rights of Third Parties) Act.

### 1.2 No Restriction on Residence, Travel and Occupation

There is no restriction as to the life insured's residence, travel and occupation, unless we state differently in the endorsements.

### 1.3 Policy Currency

All premiums and benefits of this policy and its supplementary rider(s) are in Singapore dollars, unless we state differently on the policy information page.

## 2. Policy Owners' Protection Scheme

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy under the Scheme 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 us or visit the LIA or SDIC web-sites ([www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## 3. Our Responsibilities

**Your policy may cover all or some of the benefits described below.** You can find the benefit(s) covered under this policy on the policy information page and/or the supplementary terms.

### 3.1 Covered Events

Depending on the benefits, terms and conditions of your policy, if your policy is valid and a covered event happens, we will pay you the sum insured/ benefits less any loan and interest you owe us on this policy or its supplementary rider contract. The covered events of your policy are written on the policy information page and/or the supplementary terms.

### 3.2 Guaranteed Insurability Benefit

If your policy has a guaranteed insurability benefit, you can choose to increase the life insured's protection without giving us proof of good health whenever the life insured experiences a key life event. You can buy a new term or an endowment policy on the life insured for a maximum of 2 key life events per life. This is the case no matter how many policies we insure him. You can only do so if:

- the life insured is under age 50;
- your policy is issued on standard terms with neither specific conditions which we will not cover nor extra premiums which we charge you due to medical reasons and
- you have paid all the premiums due under this policy

The most you can buy for each new policy is the lower of either 25% of the original sum insured or \$150,000. You have to buy the new policy within 3 months when the key life event happens. You must pay the increased premium on the new policy based on the age of the life insured at the time of purchase.

### 3.3 Cash Benefits

If your policy has a cash benefit, you can choose to

- i. deposit the amount with us and earn interest at a rate we will set or
- ii. receive the amount as a payout

We may change the interest rate at any time by giving you 30 days' notice.

At the time you apply for the policy, we will ask for your choice. If you did not state your choice, we will assume that your choice is to deposit the amount with us. You may withdraw the deposits with us at any time with no charges but the minimum withdrawal amount each time is the lesser of either \$1000 or the entire deposit amount.

If there is a claim, the claim benefit payment will include any cash benefits and earned interest that is deposited with us.

### 3.4 Cash Values & Paid-up Policy

If your policy accumulates a cash value, you may

- i. end your policy and cash out the amount. The cash value will be much lower than the premiums paid if you end your policy in the first few years;  
or
- ii. convert this policy to a paid-up policy so that you do not have to pay future premiums. The coverage will be reduced.

Once it is a paid-up policy, we will stop paying cash benefits or adding bonuses to your policy. You also cannot apply for a policy loan.

### 3.5 Loans

You may take a loan on your policy for up to 90% of its cash value. We will charge you interest on the policy loan and may change the interest rate at any time by giving you 30 days' notice. Interest accrues on a daily basis. You may repay the policy loan and interest at any time. If the policy loan plus interest is more than the cash value, this policy will end.

We will deduct the policy loan and interest from any amount we may be due to pay to you under this policy and/or its supplementary contracts.

### 3.6 Bonus

If this is a participating policy, a part of the premiums you pay will go into a life participating fund. We will share the profit or loss of this fund with you. Profits will be shared with you by giving you bonuses in three ways:

- i. Reversionary bonus  
We add this to the policy each year. Once added, we cannot remove it.
- ii. Performance bonus  
This is a percentage of the total reversionary bonuses. We add this only at the time we pay a claim or when you give up your policy for its cash value.
- iii. Maturity bonus  
This is a percentage of the total reversionary bonuses. We add this only at the policy maturity date.

Bonuses are not guaranteed until they are declared to you.

### 3.7 Maturity Benefit

If your policy has a maturity benefit, we will pay you the amount less any loan and interest you owe us on this policy on the maturity date of this policy.

## 4. Your Responsibilities

### 4.1 Premium

You will pay the first premium at the time you apply for this policy. Thereafter, if this policy needs regular payment, you will pay all future premiums within 30 days from the due date so as to continue the policy.

If you fail to pay premiums on time, we will pay the premiums for you so that the policy can continue. We can only do so if the policy has accumulated a cash value and which is enough to pay for the premiums. This is a loan (automatic premium loan) from us and we will charge you interest. Interest accrues on a daily basis. If there is no or not enough cash value, this policy will end.

We will deduct these loans and interest from any amount we may be due to pay under this policy.

### 4.2 Bring Back Your Policy/ Reinstatement

If your policy ends due to not paying a premium due, you may apply to bring back your policy (reinstatement) within 12 months by:

- paying the total premiums you owe with interest and
- giving us satisfactory proof of the life insured's good health, at your own expense.

Reinstatement will depend on our approval. Waiting period (if any) for benefits will re-start from the date we reinstate the policy.

## 5. What Is Covered?

**Your policy may cover all or some of the benefits described below.** You have to read the policy information page and/or the supplementary terms to find out the exact coverage.

### 5.1 Death Benefit

If your supplementary terms show this benefit and the life insured dies, we will pay the sum insured plus all the bonuses that we have added to your policy (if any) less any amounts owing to us. When we make this payment, the policy ends.

While we assess the death claims, if the claimant needs financial assistance to prepare the funeral, we may consider offering an immediate payment of up to \$3000 per insured life. This funeral expense financial aid, if given, will be deducted from the final death benefit to the claimant. Our advance payment of this financial aid does not mean we have approved the death claim. When the death claim is not approved later, after our assessment, we have the right to ask you to return this advance payment.

### 5.2 Terminal Illness Benefit

If your supplementary terms show this benefit and the life insured has a terminal illness before reaching age 71, we will pay the sum insured plus all the bonuses that we have added to your policy (if any) less any amounts owing to us. When we make this payment, the policy ends.

### 5.3 Total and Permanent Disability (TPD) Benefit

If your supplementary terms show this benefit and the life insured becomes totally and permanently disabled before reaching age 71, we will pay in one lump sum the sum insured plus all the bonuses that we have added to your policy (if any) less any amounts owing to us. We will only provide a maximum aggregate sum insured of \$4 million per insured life for all policies issued in Singapore with TPD benefits. Our payment on TPD benefits will proportionately reduce the sum insured of the basic policy. If our payment for TPD benefit is 100% of the sum insured under this policy, the policy ends.

## 6. What Is Not Covered?

We will not pay the covered benefits in certain instances.

### 6.1 Suicide

This policy becomes invalid if the life insured or you (for payer premium waiver riders) commit or attempted suicide within the first 12 months from the policy issue date or date of last reinstatement. When this happens, we will return the total premiums paid without interest.

### 6.2 Terminal Illness Benefit

We will not pay the terminal illness benefit if it is due to:

- i. Intentional acts (sane or insane) such as self-harm or attempted suicide
- ii. AIDS, AIDS-related conditions or infection in the presence of HIV except HIV due to blood transfusion and occupationally acquired HIV.

### 6.3 Total and Permanent Disability (TPD) Benefit

We will not pay the TPD Benefit or waive any premiums if TPD occurs due to:

- i. Intentional acts (sane or insane) such as self-harm or attempted suicide
- ii. Criminal acts, war (declared or not), terrorism and chemical warfare
- iii. Participating in aviation (except as fare-paying passenger or member crew of a commercial airline), any dangerous or hazardous sport or hobby such as (but not limited to) steeple chasing, polo, horse racing, underwater diving, hunting, motor vehicular racing, mountaineering or potholing, or aerial sports such as skydiving, parachuting, bungee jumping
- iv. Effects of drug or alcohol addiction
- v. HIV infection, Acquired Immune Deficiency Syndrome (AIDS) and any AIDS related conditions.

### 6.4 Specific Conditions

When there is condition(s) specific to the life insured which we will not cover, we will state them on our offer of conditional acceptance, the policy information page and endorsement. If the life insured suffers directly or indirectly from the excluded events, we do not pay the sum insured. We will return the higher of either the total premiums paid or the cash value (if any), less any outstanding amounts owing to us from this policy.

### 6.5 Pre-existing Conditions

If we offer you a guaranteed issuance policy, it will not cover pre-existing conditions within the first 12 months from the policy issue date or date of last reinstatement. When this happens, we will return the total premiums paid without interest, less any expenses incurred by us on your policy.

## 7. Making Claims from the Policy

### 7.1 How to make a Claim

We must be informed in writing within 3 months of the event giving rise to the claim.

At your own expense, you must give us all documents and evidence we ask for to assess the claim. This may include re-examining the life insured by a particular doctor we appoint.

### 7.2 Who do we pay benefits to

We may pay the benefits to either you or your executors, administrators, nominees or any other proper claimant if we have proof of the relationship of the person claiming the benefit.

Before we pay any benefit, we will deduct:

- any amount you owe on this policy from the benefit and
- any future instalment premiums which are necessary to make up the full year's premium.

By paying any benefit to you, your executors, administrators, nominees or any other proper claimants, it will end our legal responsibility on that payment.

## 8. Our Rights

### 8.1 Our Rights to challenge this contract

We cannot challenge the validity of this policy after 2 years from the policy commencement date or the latest reinstatement date. However, if there is fraud, we can challenge the validity of the policy even after 2 years have passed.

### 8.2 Correction of Mistakes and Errors

When we find any mistake or error made in this policy, we will make the correction and inform you by way of an endorsement.

### 8.3 Changes in Taxation, Regulations and Legislation

At any time when there are changes in taxation, regulations or legislation that will affect this policy, we may vary the terms of the policy. If we do so, we will notify you in writing.

### 8.4 Errors in Age or Gender

If the age or gender of the life insured is not correctly stated such that the premium paid is wrong, we may adjust the benefits. For underpayment of premium, the claims will be prorated as if you have purchased a lower cover. For overpayment of premium, we will refund the excess premium without interest.

## 9. Your Rights

### 9.1 Free Look

You may return this policy within 14 days after you receive the policy document, for any reason. We will deduct any medical fee incurred in assessing the risk from the premium you paid and refund the balance to you.

We consider this policy is delivered to you 7 days after the date of email or posting.

### 9.2 Transferring the legal right of the policy

If you write to us and we agree to the transfer, you can transfer (assign) this policy to another person. When we do so, you may not make any further transfer until the previous transfer has been properly cancelled.

We will not be responsible for the validity of any transfer of policy.

### 9.3 Change of Policy Ownership

On written request, you may change the owner or the interest of any owner back to the life insured if he is at least 21 years old.

### 9.4 Nominees

Subject to the current laws and regulations, you may add, change or remove a nominee(s) to receive the share of the benefits by giving us a written notice. However, if there is a trustee(s) appointed or created under the policy, the trustee(s) must consent before any change can be effected.

## 10. When Will Your Policy End?

Your policy will end when one of these events happens first:

- i. death of the life insured
- ii. we paid out 100% of the sum insured of this policy

- iii. premium is not paid on time
- iv. at maturity date
- v. the loan amount on this policy owing to us exceeds the cash value
- vi. the cover expiry date
- vii. you write in to terminate the policy

## 11. What Do We Mean With These Words?

**Accident** means a sudden, unforeseen and unplanned event causing bodily injury that is violent, external and visible in nature. It is not caused by sickness, disease or gradual physical or mental changes.

**Age** means the age at next birthday.

**Aggregate sums insured** means the sum of the same type of benefits under all policies covering a single life insured with us.

**Assignee** means any person to whom you have transferred your rights as the policy owner and the assignment is registered with us.

**Basic policy / policy** means the policy as it exists, including the supplementary terms and any endorsement made to it, without any optional supplementary contract / rider.

**Benefit(s)** means any payments that we will pay and/or the amount of premium that we will waive when certain events defined in this policy occur.

**Cash values** means the monetary value the basic policy has accumulated over the lifetime of the policy, minus any outstanding amount that you owe us.

**Doctor** means a licensed person who is qualified by degree in western medicine to practice medicine. The license is given by the appropriate medical authority of his country of residence to practice medicine within his scope of licensing and training. This cannot be you, the life insured, a family member or a relative.

**Effective date** means the date we start to cover you. This is either the date we approve your application for this policy or the date we receive your first premiums in full, whichever is later.

**Endorsement** means any written change to the policy which is issued and properly authorised by us.

**Expiry date** means the date the policy ends and where no benefit is payable.

**Face value** means the notional value used to determine the non-guaranteed bonuses, the maturity benefit and the yearly cash payout. It is not the sum insured of your policy.

**Guaranteed issuance** means we issue the policy without asking for your health declaration or medical checks at the time of application.

**Instalment premium** is the premium you pay on a more frequent basis, other than yearly.

**Issue date** means the date we print and issue the policy. This is shown in the policy information page.

**Key life events** is when one of the three events happens:

- i. the life insured marries
- ii. the life insured becomes a parent and has a new born child, or legally adopts a child or
- iii. the life insured graduates from tertiary education

**Life insured/He** means the person whom we provide the cover for. The life insured does not have any right to the policy, unless he is also the policy owner.

**Non-participating** means it does not share in any surplus or profits of the company's fund.

**Nominee(s)** is a person that you have nominated (under the Insurance Act and Nomination of Beneficiary regulations) to receive the policy monies payable under the policy upon your death. The nomination must be registered with us.

**Maturity date** is the date the policy ends and where a maturity benefit is payable.

**Paid-up** means you stop paying any future premiums and the sum insured is reduced accordingly.

**Participating** means it shares in the surplus or profits of the life participating fund.

**Policy commencement date** means the date the policy commences, as shown in the policy information page. This is the date we take as the **policy anniversary**. On the anniversary dates the subsequent premiums are due.

**Policy owner** is the person named as the owner in the policy information page or any endorsement issued by us. The policy owner has full rights on the policy, unless the policy has been transferred to another party.

**Policy year** is the 1-year period that starts on the commencement date or any subsequent anniversary of the commencement date.

**Pre-existing condition** means the existence of any signs or symptoms before the policy effective date or reinstatement date for which treatment, medication, consultation, advice, or diagnosis has been sought or received by the life insured or would have caused any reasonable and sensible person to get medical advice or treatment.

**Premium(s)** is the amount of money that you pay singly or regularly to us to keep this policy alive so you may claim for the benefits.

**Proper claimant(s)** has the meaning in the **Insurance Act (Chapter 142)**. It means a person who claims to be entitled to the sums in question as executor of the deceased, or who claims to be entitled to that sum (whether for his own benefit or not) and is the widower, widow, parent, child, brother, sister, nephew or niece of the deceased.

**Proposal form** means the form you signed to buy this policy from Etiqa Insurance Pte. Ltd. It includes anything written, said (and recorded) and/or any document given to us which has information for us to rely on before we decide to issue this policy.

**Reinstatement date** is the date we reactivate your policy to bring it back to life after it ended due to no premium payment.

**Sum insured** is the amount of insurance coverage provided by the basic policy.

**Terminal illness** is a medical condition which in the doctor's opinion, is highly likely to lead to death within 12 months.

**Total and permanent disability** is a disability that lasts continuously for at least 180 days, which the doctor considers permanent and expects it to last throughout the lifetime of the life insured. This means one of the following:

- i. A disability where the life insured whose age is between 17 and 65 cannot perform any work or occupation, or
- ii. A disability where the life insured suffers from any of these:
  - Total and irrecoverable loss of sight in both eyes; or
  - Loss of two or more limbs, each above the wrist or ankle; or
  - Total and irrecoverable loss of sight in one eye and loss of one limb at or above the wrist or ankle.
- iii. A disability where the life insured cannot do at least 3 out of 6 Activities of Daily Living without physical help from another person or mechanical equipment.

The six (6) Activities of Daily Living are:

**Washing** - The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash by other means.

**Dressing** - The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.

**Feeding** - The ability to feed oneself food after it has been prepared and made available.

**Toileting** - The ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.

**Mobility** - The ability to move indoors from room to room on level surfaces.

**Transferring** - The ability to move from a bed to an upright chair or wheelchair, and vice versa.

- iv. A disability where the life insured has to be confined to a home, a hospital or other institution in order to receive constant care and medical attention.

If the life insured is unemployed at the time of disability, then only (ii) and (iii) shall apply.

If the life insured suffers from TPD before reaching 17 years old, only definitions (ii) and (iv) shall apply.

**Waiting period** is the time period during which we do not pay the benefit. This period begins from the policy commencement date and will restart from the date we reinstate the policy.

**We, Our, Us, the Company** means Etiqa Insurance Pte. Ltd.

**You, Your** means the policy owner



## Supplementary Terms for DIRECT – Etiqa *whole life*

These supplementary terms should be read together with the General Provisions for Life Insurance. If there is any discrepancy between the supplementary terms and General Provisions for Life Insurance, the content here will replace the General Provisions for Life Insurance.

1. DIRECT – Etiqa *whole life* pays a benefit on either the death, terminal illness or total and permanent disability of the life insured. This benefit is the sum insured of this policy and its attaching bonuses, if any.
2. DIRECT – Etiqa *whole life* is a participating policy and will share in the profits of our participating fund in the form of bonus. Bonus is not guaranteed until they are declared to you in writing.
3. Terminal Illness Benefit

If the life insured has a terminal illness during the policy term, we will pay the sum insured plus all the bonuses that we have added to your policy (if any) less any amounts owing to us. When we make this payment, the policy ends.

4. Total and Permanent Disability (TPD) Benefit

If the life insured becomes totally and permanently disabled before reaching age 65, we will pay in one lump sum the sum insured plus all the bonuses that we have added to your policy (if any) less any amounts owing to us. We will only provide a maximum aggregate sum insured of \$4 million per insured life for all policies issued in Singapore with TPD benefits. Our payment on TPD benefits will proportionately reduce the sum insured of the basic policy. If our payment for TPD benefit is 100% of the sum insured under this policy, the policy ends.

5. Total and permanent disability definition for DIRECT – Etiqa *whole life* is defined as follow:

For ages between 19 and 65, Total and permanent disability means any of the two situations:

1. The life insured, due to accident or sickness, is disabled to such an extent as to be rendered totally unable to engage in any occupation, business or activity for income, remuneration or profit; and The disability must continue uninterrupted for at least 6 consecutive months from the time when disability started; and The disability must, in the view of a medical examiner appointed by the company, be deemed permanent with no possibility of improvement in the foreseeable future.
2. The life insured, due to accident or sickness, suffers total and irrecoverable loss of use of:
  - a) the entire sight in both eyes; or
  - b) any two limbs at or above the wrist or ankle; or
  - c) the entire sight in one eye and any one limb at or above the wrist or ankle