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# PROVISIONS FOR Enrich capital II

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A Member of  **Maybank** Group

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## 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:

- Provisions for Enrich capital II
- Cover Page
- Your Policy Information Page
- Your Proposal form
- Your Policy Illustration
- Your Product Summary
- Any supplementary questionnaires that You have given to Us for Our risk assessment purpose, including information in medical reports
- Your Financial Needs Analysis (if applicable)
- Our offer of conditional acceptance (if any)
- Any Endorsements We may issue to You on this policy

We took the information You have provided in the Proposal form, any 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.

You must disclose all material facts required under this policy. We reserve the rights to void Your policy if You have provided incomplete or inaccurate information. When this happens, We will refund all Premiums paid without interest and less any expenses incurred in providing You the policy.

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 Provisions for Enrich capital II.

Anyone not directly a party to this contract has no right to enforce the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any statutory modification or re-enactment of the said 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 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 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 Life Insurance Association (LIA) or SDIC websites ([www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## 3. Our Responsibilities

This is a single Premium, Non-participating endowment plan. This plan has a policy term of 3 years and a lump sum guaranteed maturity Benefit will be paid at the end of the policy term.

Your policy covers the Benefits described below.

### **3.1 Death Benefit**

Upon death of the Life insured while the policy is in force, We will pay 101% of the single Premium You paid on this policy, less any outstanding amount owing to Us.

When We make this payment, the policy ends.

### **3.2 Surrender Benefit**

A guaranteed surrender Benefit, less any outstanding amount owing to Us, will be payable upon surrender.

### **3.3 Maturity Benefit**

On the Maturity date, if the policy is still in force, the Life insured survives and We have not paid out any claims, We will pay You a guaranteed maturity Benefit in one lump sum, less any outstanding amount owing to Us. Please refer to the Policy Illustration for the value of the maturity Benefit.

## **4. Your Responsibilities**

### **4.1 Premium**

This is a single Premium policy.

### **4.2 Changes in Information Provided**

For any changes in the information (including any changes in the residency, citizenship or tax status) provided to Us when You are applying for this policy, We must be informed in writing immediately. We reserve the right to make changes to the policy based on the new information provided to Us.

## **5. What is Not Covered?**

We will not pay the covered Benefit for the following:

### **5.1 Suicide**

This policy becomes invalid if the Life insured commits intentional acts (sane or insane) such as self-inflicted injuries, suicide or attempted suicide within the first 12 months from the Policy issue date. When this happens, We will refund the Premiums paid without interest, less any amounts owing to Us from this policy.

### **5.2 Pre-existing Conditions**

This policy does not cover death due to Pre-existing conditions within the first 12 months from the Policy issue date. When this happens, We will refund the Premiums paid without interest, less any amounts owing to Us from this policy.

### **5.3 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 will refund the higher of either the Premiums paid without interest or the Surrender value (if any) on the date of event occurrence, less any amounts owing to Us from this policy.

If the policy has been assigned, the refund amount will be paid to the Assignee. If the policy has not been assigned, the refund amount will be paid to either You or Your executors / administrators.

## **6. Making Claims from the Policy**

### **6.1 How to make a Claim**

We must be informed in writing within 3 months of the event giving rise to the claim. At the Proper claimant's own expense, he/she must give Us all documents and evidence We ask for to assess the claim.

Material facts required under this policy that were not disclosed when required for applying for a new policy or reinstatement may result in Your claim being rejected. When this happens, We will refund all Premiums paid without interest and less any amounts owing to Us as well as any expenses incurred by Us in providing You the policy.

### **6.2 Who do We pay Benefits to**

If the policy has been assigned, the Benefit amount will be paid to the Assignee. If the policy has not been assigned, the Benefit amount will be paid 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. By paying out the Benefit, it will end Our legal responsibility on this policy.

## **7. Our Rights**

### **7.1 Incontestability**

Claims will not be rejected and this policy will not be voided or have its terms revised after this policy has been in-force for 2 years from the Policy commencement date or the latest Reinstatement date, whichever is later, except for:

- a) fraud;
- b) material non-disclosure and/or misrepresentation of a material fact that would have impacted acceptance of coverage;
- c) non-payment of Premium; or
- d) policy exclusions.

However, if the above mentioned event occurs, We reserve the rights to void the policy, revise the terms of the policy or reject any claims even after 2 years have passed. We will refund all Premiums paid (less any amounts previously paid to You under this policy) without interest and less any amounts owing to Us as well as any expenses incurred by Us in providing You the policy.

### **7.2 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.

### **7.3 Fraud and Misrepresentation**

If You or such other claimant or anyone acting on his / their behalf fraudulently makes any claim under this policy or obtains any sum payable under this policy through fraudulent means or devices, all Benefits paid under this policy shall be forfeited and must be immediately repaid. This policy will be terminated immediately and there will be no refund of Premiums.

### **7.4 Change of Address, Country of Residence or Citizenship**

You must, as soon as practicable, notify Us in writing if there is a change in Your citizenship and / or usual country of residence. A change in the usual country of residence will be deemed to mean Your living or intending to live in another country other than Singapore in excess of twelve (12) consecutive calendar months.

You must also, as soon as practicable, notify Us in writing if there is a change of address for the Life insured (if any).

We reserve the right and sole discretion to terminate or decline to renew the policy or continue cover on prevailing or varied terms and conditions.

#### **7.5 No Cover**

Notwithstanding anything to the contrary, this policy shall not cover or provide for the payment of claims or Benefits to specific persons or entities where the application of or compliance with certain laws and regulations including but not limited to trade sanctions, anti-terrorism or anti-money laundering (as may be applicable to Us, Our parent companies and/or Our ultimate controlling entities, Our reinsurers, their parent company and/or ultimate controlling entity) prohibit performance under the policy based on:

- the identity, domicile, residence, place of incorporation, establishment (whether incorporated or unincorporated), or citizenship, of You, or claimant or the parent company and ultimate controlling entity of You, or claimant; or
- the country where the claim arises.

Should any person or entity be found to have been erroneously enrolled under this policy, insurance coverage for such person or entity shall cease with immediate effect and any unearned Premiums paid in respect of such person or entity shall, subject to compliance with laws and regulations, be refunded without interest to You.

Should any claim for payment of any nature be found to have been made under this policy by a person or entity excluded by this provision, no such payment will be made.

#### **7.6 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 accordingly. If We do so, We shall notify You in writing prior to such change.

#### **7.7 Errors in Age / Gender / Smoker Status / Country of Residence**

If the Age, gender, smoker status and/or country of residence of the Life insured is not correctly stated such that the Premium paid is wrong, We reserve the rights to adjust the Benefits. For underpayment of Premium, the claims will be pro-rated as if You have purchased a lower cover. For overpayment of Premium, We will refund the excess Premium paid without interest.

Based on the correct Age, gender, smoker status and/or country of residence, if the Life insured is not eligible to apply for this policy, We will not pay any Benefits and the policy will be terminated. When this happens, We will refund all Premiums paid without interest and less any amounts owing to Us as well as any expenses incurred by Us in providing You the policy.

## **8. Your Rights**

#### **8.1 Free Look**

You may return this policy for cancellation within 14 days after You receive the policy document, for any reason. We will deduct any costs incurred by the Company in assessing the risk under the policy, such as payments for medical check-up and other expenses, from the Premium You paid and refund the balance to You.

If Your policy document is sent by email, We consider this policy is delivered to You 1 day after the date of emailing.

#### **8.2 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 by the Assignee.

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

### 8.3 Nominees

Subject to the current laws and regulations, You may add, change or remove a Nominee(s) to receive the share of the Benefit by giving Us written notice in the prescribed form. However, if there is a trustee(s) appointed or created under the policy, the trustee(s) must consent before any change can be effected.

Where the Policy owner is an entity, nomination of beneficiary is not allowed.

## 9. When Will Your Policy End?

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

- a) death of the Life insured;
- b) We paid out 100% of the death Benefit of this policy;
- c) full surrender of the policy;
- d) at Maturity date; or
- e) We receive Your written request and Our acceptance of Your request to terminate the policy.

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

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

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

**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.

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

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

**Maturity date** is the date when the policy matures.

**Nominee(s)** is a person that you have nominated (under the **Insurance Act, Chapter 142** and **Insurance (Nomination of Beneficiaries) Regulations 2009**) to receive the policy monies payable under the policy upon your death. The nomination must be registered with us.

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

**Policy issue date** means the date we issue the policy. This is shown in the Policy Information Page.

**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.

**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.

**Pre-existing condition** means the existence of any signs or symptoms before the policy effective 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.

**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.

**Surrender value** means the monetary value the Basic policy has accumulated over the policy term of the policy, minus any outstanding amount that You owe Us.

**We, Our, Us, the Company** means Etiqa Insurance Pte. Ltd. (Company Registration No. 201331905K).

**You, Your** means the Policy owner.