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# PROVISIONS FOR ePREMIER *legacy IV*

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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 ePREMIER *legacy IV*
- 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 Provisions for ePREMIER *legacy IV*.

Anyone not directly a party to this contract has no right to enforce the Contract (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 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 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 web-sites ([www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## 3. Our Responsibilities

This policy comprises a participating component that will share in the profits of our participating fund in the form of bonus as well as a non-participating component that provides high coverage.

Your policy covers the benefits described below.

### 3.1 Covered Events

If your policy is valid and a covered event happens, we will pay you the 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.

### **3.2 Surrender Benefit**

The policy has a guaranteed surrender value throughout the policy duration from policy commencement date onwards. The guaranteed surrender value at policy commencement date is equivalent to 80% of the single premium paid and it increases incrementally throughout the policy term. Please refer to the Policy Illustration for your guaranteed surrender value.

The total surrender benefit is the sum of:

- (i) a guaranteed surrender value;
- (ii) any reversionary bonus surrender value; and
- (iii) any performance bonus

less any amounts owing to us.

### **3.3 Loans**

You may take a loan on your policy of up to 90% of its total surrender value. We will charge an 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 total surrender 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.

### **3.4 Bonus**

Your policy comprises of a participating component. 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 two ways:

- i. Reversionary bonus  
We add this to the policy each year. Once added, it will be guaranteed.
- 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 surrender value.

Bonuses are not guaranteed until they are declared to you.

## **4. Your Responsibilities**

### **4.1 Premium**

You will pay a single premium at the time you apply for this policy. Thereafter, no further renewal premium is required to continue the policy.

### **4.2 Bring Back Your Policy/ Reinstatement**

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

- paying the outstanding amount 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.

## 5. What is Covered?

Your policy covers the benefits described below while the policy is in force.

### 5.1 Death Benefit

Upon death of the Life insured while the policy is in force:

- I. Before the policy anniversary when the Life insured attains age 85

the death benefit payable is the higher of:

- a) Guaranteed Death Benefit (GDB); or
  - b) sum insured and its attaching bonuses (if any)
- less any amounts owing to us.

- II. On or after the policy anniversary when the Life insured attains age 85

the death benefit payable is the sum insured and its attaching bonuses (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 Guaranteed Death Benefit (GDB)

The Guaranteed Death Benefit (GDB) guarantees a minimum death coverage before the policy anniversary when the Life insured attains age 85. It is computed by multiplying the sum insured of the basic policy by a factor which is determined by the entry age of the Life insured. Please refer to the Policy Illustration for your GDB amount.

### 5.3 Terminal Illness Benefit

If the Life insured has a terminal illness while the policy is in force, we will advance the death benefit.

The maximum aggregate amount payable is \$5 million per Life insured for all policies and riders issued in Singapore with terminal illness benefit.

If the terminal illness benefit payable is lesser than the death benefit, the death benefit will be automatically reduced by the amount paid for the terminal illness. The policy remains in force and the remaining death benefit is the original death benefit less the amount paid for terminal illness.

If the terminal illness benefit payable is the same as the death benefit, the policy ends when we make this payment.

## 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 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 or the 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:

- intentional acts (sane or insane) such as self-inflicted injuries, suicide or attempted suicide;
- AIDS, AIDS-related conditions or infection in the presence of HIV except HIV due to blood transfusion and occupationally acquired HIV.

## **6.3 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 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.

# **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. 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 pro-rated 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 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 post, we consider this policy is delivered to you 7 days after the date of 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 by the assignee.

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. full surrender of the policy
- iii. we paid out 100% of the benefit amount for the covered events
- iv. the loan amount on this policy owing to us exceeds the surrender value, or
- v. your written request and our acceptance to terminate or surrender the policy

## 11. 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.

**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.

**Surrender 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.

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

**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.

**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**.

**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.

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

**Premium(s)** is the amount of money that you pay singly 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 the loan amount of this policy owing to us exceeds the cash value.

**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 from the date of diagnosis.

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

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