Clauses

1 Variation of this Contract of Insurance

- 1.1 This Policy may only be varied if the Company consents in writing. The Policyholder's and the Life Assured's statements made when applying for this Policy will be taken to be representations and not warranties, unless there is fraud. Any subsequent endorsement made by the Company will take effect from the date of the endorsement.
- 1.2 The Company may from time to time determine the manner in which this Policy is varied by way of an endorsement to the Policy document.

2 Residence, Occupation and Travel

This Policy is free from restrictions as regards to residence, occupation and travel.

3 Free Look

- 3.1 This Policy may be cancelled by written request to the Company within 14 days after the Policyholder receives the Policy document in which case premiums paid less medical fees incurred in assessing the risk under this Policy will be refunded.
- 3.2 If the Policy is sent by post it is deemed to have been delivered and received in the ordinary course of the post, 7 days after the date of posting.

4 Indisputability

The Company will not dispute the validity of this Policy during the lifetime of the Life Assured after two (2) years from the date of issue, or date of reinstatement of this Policy, whichever is later, unless there is fraud, non-payment of premiums, or claims which would have been denied if arising from exclusions.

For the avoidance of doubt, this clause only applies to life and critical illness policies and riders.

5 Premiums

- 5.1 The Policyholder has to pay all premiums on or before the due dates, without any need for the Company to inform the Policyholder that a premium is due.
- 5.2 This Policy will continue in force as long as the premiums are paid annually in advance. The Company will allow the premiums to be paid by half-yearly, quarterly or monthly instalments.
- 5.3 If there is a claim made on this Policy, the Company will deduct any future instalments needed to complete the full year's premium, from the claim proceeds.
- 5.4 In the event that the Company receives the Policyholder's written request for termination of this Policy, no refund of premiums shall be made by the Company to the Policyholder, except for a termination made under clause 3.

6 Confirmation of Age

- 6.1 The Policyholder must prove the date of birth of the Life Assured to the Company before the Company is required to pay any benefit under this Policy.
- 6.2 If the Life Assured's age is understated, the Company will pay the sum assured that the premium paid would have bought according to the rate at the actual age, and not the sum assured stated in the Schedule. If the Life Assured's age is overstated, the Company will refund any excess of premium paid.

7 Days of Grace

- 7.1 The Policyholder has 30 days ("the grace period") from the due date of the premium to pay the renewal premium.
- 7.2 If the Life Assured dies during the grace period before the premium is paid, this Policy will be as valid and effective as though the premium has been paid. However, the Company will deduct all unpaid premiums needed to complete one full year's premium, from the claim proceeds.
- 7.3 This Policy will lapse and be null and void if there are still unpaid premiums at the end of the grace period and the Company will forfeit any premiums paid.

8 Suicide

If the Life Assured dies by suicide, while sane or insane, within one year from the date of issue of this Policy or from the date of reinstatement, whichever is later, this Policy will be rendered void and the Company will refund all premiums paid to the Policyholder or to the legal personal representative of the estate of the Policyholder if the Policyholder and the Life Assured are the same person regardless of any assignment of this Policy.

9 Reinstatement

If this Policy lapses under the Days of Grace clause, the Policyholder may reinstate it within 6 months from the date of lapsing, at the option of the Company, subject to the following conditions:

- (a) the Policyholder gives evidence of insurability satisfactory to the Company and if any medical reports or tests are required by the Company, the Policyholder will have to pay for these medical reports and tests;
- (b) the Policyholder has to inform the Company of any change in the health of the Life Assured or any circumstances that may affect the health of the Life Assured up to the date of reinstatement of this Policy; and
- (c) the Policyholder pays all unpaid premiums and any interest charged by the Company which have accumulated up to the date of reinstatement.

10 Notice of Assignment

A written notice of assignment or charge on this Policy only binds the Company, if it is delivered to the Company at its head office or its branch offices. The Company is not responsible for the validity of the assignment or charge, by just acknowledging the notice.

11 Notices and Correspondence

- 11.1 Any request, notice, instruction or correspondence required under this Policy whether to the Company or the Policyholder has to be in writing and will be delivered personally or sent by courier, or by post, or facsimile transmission or electronic mail addressed to the addressee or by any other means as approved or adopted or accepted by the Company. For the Policyholder, the mailing address is that stated in the proposal or any other address that the Policyholder has informed the Company in writing.
- 11.2 The Company's notice, request, instruction or communication is presumed to be received:
 - (a) in the case of a letter, on the 7th day after posting if posted locally, and on the 14th day after posting, if posted overseas;
 - (b) in the case of personal delivery or delivery by courier, on the day of delivery;
 - (c) in the case of a facsimile transmission or electronic mail, on the business day immediately following the day of despatch; or
 - (d) in the case of other means as approved, adopted or accepted by the Company, on the day that the Company decides is reasonable to receive the notice, request, instruction or correspondence.

12 Governing Law

This Policy will be governed by the laws of Singapore and the Courts of Singapore have exclusive jurisdiction for any disputes arising out of this Policy.

13 Exclusion of the Contracts (Rights of Third Parties) Act Cap. 53B

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce any of its terms.

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ENDORSEMENT NO. 642 (PPF-1)

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 or www.sdic.org.sg).

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ENDORSEMENT NO. 718 (TPDDC3)

TOTAL AND PERMANENT DISABILITY BENEFIT

1. **DEFINITIONS**

"Disability Benefit" means the Basic Sum Assured shown in the Schedule or Endorsement to the Policy.

"**Date of Commencement**" refers to the latest Date of Commencement shown in the Schedule or Endorsement to the Policy.

"Endorsement" refers to the Endorsement which the Company will issue upon renewal of the Policy.

"Expiry Date" means the latest expiry date shown in the Schedule or Endorsement to the Policy.

"Medical Practitioner" means a surgeon or physician qualified by degree in Western Medicine, who is legally and duly qualified to practise medicine and surgery and authorised in the geographical area of his practice.

"**Policy Anniversary**" refers to any anniversary of the latest Date of Commencement stated in the Schedule or Endorsement to the Policy.

"Renewal Endorsement" refers to Endorsement No.720 (RENEWAL) attached to the Policy.

"TPD" means such total and permanent disability as defined in clause 3 below.

2. BENEFITS

While the Policy is in force, if the Life Assured suffers from TPD, the Company will pay the Disability Benefit in one lump sum and the Policy will terminate, subject to the following conditions:

- (a) The Life Assured's disability under clause 3 must occur before the Policy Anniversary on which his age next birthday is 65 years.
- (b) All outstanding instalments of premiums up to the Policy Anniversary following the date on which the Life Assured suffers from the TPD will be deducted from the Disability Benefit before the balance amount is paid.
- (c) The total amount of the sum assured for the payment of the Disability Benefit to be made by the Company is limited to \$\$5,000,000 under this and all policies and riders issued by the Company on the same Life Assured, giving similar benefits.

3. DEFINITION OF TOTAL AND PERMANENT DISABILITY

The disability is total and permanent only if:

- (a) The Life Assured, 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 the disability started ("Deferment Period"); 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; or
- (b) The Life Assured, due to accident or sickness, suffers total and irrecoverable loss of use of:
 - (i) the entire sight in both eyes;
 - (ii) any two limbs at or above the wrist or ankle; or
 - (iii) the entire sight in one eye and any one limb at or above the wrist or ankle.

4. EXCEPTIONS

Payment of the Disability Benefit will not be made for TPD resulting from:

- (a) self-inflicted injury, while sane or insane;
- (b) bodily injury sustained while in or on an aircraft other than:
 - (i) as a fare-paying passenger or a crew member on an aircraft licensed for passenger service and operated by a regular airline on a scheduled route; or
 - (ii) as a member of the armed forces travelling as a passenger in a military transport aircraft; or
- (c) any physical or health impairment or disease which existed but was not disclosed to the Company at the date of issue of the Policy or at the date of any reinstatement.

5. CONDITIONS

- 5.1 The Policyholder must notify the Company in writing of any claim as soon as it is practicable. In any case, the Policyholder must produce satisfactory proof of the TPD on forms furnished by the Company within six months after the Deferment Period.
- 5.2 All medical reports and any other evidence required by the Company for any claim must be furnished at the Policyholder's expense.
- 5.3 The TPD suffered by the Life Assured must be certified by a registered Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the Company.
- 5.4 If required by the Company, the Life Assured must undergo medical examination by a Medical Practitioner appointed by the Company in connection with the alleged TPD.
- 5.5 The Company will not be liable if there is a failure to comply with any of the above conditions.
- 5.6 All valid claims under this Endorsement will extinguish other rights and options, values and benefits under the Policy, including benefits payable on survival of the Life Assured.

6. CANCELLATION

This Endorsement is cancelled on the Expiry Date or if the Policy lapses or is surrendered or is otherwise terminated unless it is renewed pursuant to the terms and conditions of the Renewal Endorsement.

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ENDORSEMENT NO. 719 (TIDCIP3)

TERMINAL ILLNESS BENEFIT

1. DEFINITIONS

"Basic Sum Assured" refers to the Basic Sum Assured shown in the Schedule or Endorsement to the Policy.

"Disability Benefit" refers to the disability benefit as defined in the TPD Endorsement.

"Endorsement" refers to the Endorsement which the Company will issue upon renewal of the Policy.

"Expiry Date" means the latest expiry date shown in the Schedule or Endorsement to the Policy.

"Medical Practitioner" means a surgeon or physician qualified by degree in Western Medicine, who is legally and duly qualified to practise medicine and surgery and authorised in the geographical area of his practice.

"Policy Anniversary" refers to any anniversary of the latest Date of Commencement stated in the Schedule or Endorsement to the Policy.

"Terminal Illness" refers to a conclusive diagnosis of an illness that is expected to result in the death of the Life Assured within 12 months of the diagnosis. Terminal illness in the presence of HIV infection is excluded.

"Renewal Endorsement" refers to Endorsement No. 720 (RENEWAL) attached to the Policy.

"TPD Endorsement" refers to Endorsement No. 718 (TPDDC3) attached to the Policy.

2. BENEFITS

- 2.1 If the Life Assured is diagnosed with a Terminal Illness, the Company will pay the Basic Sum Assured in one lump sum and the Policy will terminate.
- 2.2 All outstanding instalments of premiums up to the Policy Anniversary following the date on which the Life Assured is diagnosed with a Terminal Illness will be deducted from the benefit payable before the balance amount is paid.

3. CONDITIONS

- 3.1 The Policyholder must notify the Company in writing and produce satisfactory proof of the Terminal Illness on forms furnished by the Company within six months from the date of commencement of the Terminal Illness.
- 3.2 The Terminal Illness must be diagnosed by a registered Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the Company.
- 3.3 All medical reports or any other evidence required by the Company for any claim must be furnished at the Policyholder's expense.
- 3.4 If required by the Company, the Life Assured must undergo medical examination by the Medical Practitioner appointed by the Company. If the Life Assured refuses to undergo the medical examination by the Medical Practitioner, the Company reserves the right not to pay the Basic Sum Assured.
- 3.5 The Company will not be liable if there is a failure to comply with any of the above conditions.

4. TERMINATION

- 4.1 The Policy will terminate on the earliest of the following dates:
 - (a) the date when the Company receives the Policyholder's written request for termination of this Policy;
 - (b) the date of death of the Life Assured;
 - (c) the date that the Disability Benefit is paid under the TPD endorsement;
 - (d) the date on which the Life Assured is diagnosed with a Terminal Illness;
 - (e) the date when the Policy lapses; or
 - (f) the Expiry Date, unless it is renewed pursuant to the terms and conditions of the Renewal Endorsement.

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ENDORSEMENT NO. 720 (RENEWAL)

RENEWAL ENDORSEMENT

"Basic Sum Assured" refers to the Basic Sum Assured shown in the Schedule or Endorsement to the Policy.

"Expiry Date" means the latest expiry date shown in the Schedule or Endorsement to the Policy.

"Date of Commencement" refers to the latest Date of Commencement shown in the Schedule or Endorsement to the Policy.

"Endorsement" refers to the Endorsement which the Company will issue upon renewal of the Policy.

"Policy Anniversary" refers to any anniversary of the latest Date of Commencement stated in the Schedule or Endorsement to the Policy.

- 1. Notwithstanding anything to the contrary in this Policy, the term of the Policy is 5 years from the Date of Commencement of the policy, unless it is renewed pursuant to Clause 3 below.
- 2. For every renewal, the Company will issue a new Endorsement and such Endorsement will form part of the Policy. Upon issuance of the new Endorsement, the Policy will be effective from the Date of Commencement shown in the new Endorsement, and all previous Endorsements (if any) or Schedule will be void from that date.
- 3. This Policy may be renewed without evidence of insurability for every 5 years subject to the following conditions:
 - (a) The Policyholder shall pay the prevailing renewal premiums before the Expiry Date;
 - (b) The renewal premiums are not guaranteed and will be based on the same class of rating and factors including:
 - (i) the attained age of the Life Assured at each renewal date; and
 - (ii) the occupation of the Life Assured at each renewal date.
 - (c) The Basic Sum Assured shall remain the same;
 - (d) This Policy may be renewed for every 5 years until the Life Assured reaches the age of 80 next birthday; and
 - (e) The Policyholder must submit the request to renew the Policy within 30 days before the Expiry Date.

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