

# DIRECT - Etiqa *term life*

POLICY PROVISIONS



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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 DIRECT – Etiqa *term life*
- Cover Page
- Your Policy Information Page
- Your Proposal form
- Your Policy Illustration
- Your Product Summary
- Your Financial Needs Analysis (if applicable)
- Our offer of conditional acceptance (if any)
- Any Endorsements We may issue to You on this policy
- Any supplementary questionnaires that you have given to us for Our risk assessment purpose, including information in medical reports

We took the information You have provided in 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.

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 (less any amounts previously paid to You under this policy) 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 this Provisions.

Anyone not directly a party to this contract has no right to enforce the Contracts (Rights of Third Parties) Act 2001 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 Owner's 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 plan is a Non-participating, regular Premium level term policy that provides the Sum insured upon the death, Total and permanent disability or Terminal illness of the Life insured during the policy term. This plan does not have any cash values. At the end of the policy term, if We have not paid out any claims, no Benefits will be payable.

This plan is available for policy term of 5 years (renewable), 20 years or up to Age 65.

We will only provide a maximum aggregate amount of S\$400,000 per Life insured for all direct purchase insurance products issued by Us.

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 amounts You owe Us on this policy. The covered events of Your policy are written on the Policy Information Page.

#### 3.2 Guaranteed Renewability

Guaranteed renewability Benefit is only applicable for policy term of 5 years (renewable).

5 years (renewable):

At the end of each five (5) years policy term, this policy will be renewed automatically from the renewal date for another five (5) years, without giving Us proof of good health if the following conditions are met:

- a) This policy is in force on the Expiry date before the renewal;
- b) The Life insured has not reached Age 81 at the renewal date;
- c) There are no previously admitted or submitted claims on this policy; and
- d) The Life insured is insured for the same Sum insured or less.

If this policy is issued on non-standard terms, the same terms, conditions and exclusions shall continue to be applicable on the renewed term. The renewal Premium will be calculated based on the prevailing Premium rates at the attained Age of the Life insured and will stay level throughout the renewed term.

### 4. Your Responsibilities

#### 4.1 Premium

The Premium rate for this plan is level and guaranteed throughout the Premium term. Premiums are payable for the period of Premium payment term and can be paid monthly, quarterly, half-yearly or yearly.

For 5 years (renewable) term, renewal Premium will be calculated based on the prevailing Premium rates at the attained Age of the Life insured and will stay level throughout the renewed term.

You will pay the first Premium at the time You apply for this policy. Thereafter, You will pay all future Premiums within thirty (30) days from the due date so as to continue the policy. If You fail to pay Premiums on time, this policy will end. We will deduct any outstanding Premium from any amount We may be due to pay under this policy.

## 4.2 Reinstatement

If Your policy ends due to not paying an outstanding amount due, You may reinstate Your policy within twelve (12) months from the policy lapsed date 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 be at Our sole discretion and 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, We will pay the Sum insured 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 S\$3,000 per Life insured. 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. If 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 the Life insured has a Terminal illness during the policy term, We will pay the death Benefit in one lump sum. When We make this payment, the policy ends.

The maximum aggregate amount payable is Five Million Singapore Dollars (SGD 5,000,000) per Life insured for all policies and riders issued by Us with Terminal illness Benefit.

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

If the Life insured becomes totally and permanently disabled on or before reaching the Policy anniversary when he attains Age 65 while the policy is in force, We will pay the death Benefit in one lump sum.

The maximum aggregate amount payable is Four Million Singapore Dollars (S\$4,000,000) per Life insured for all policies and riders issued by Us with TPD Benefits.

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

If the TPD Benefit payable is the same as the death Benefit, the policy ends when We make this payment.

## 6. What is Not Covered

There are certain conditions under which no Benefits will be payable. These conditions are stated as exclusions.

### 6.1 Death Benefit

We do not pay the death Benefit if the death is directly or indirectly, wholly or partly caused by:

- Life insured commits intentional acts (sane or insane) such as self-inflicted injuries, suicide or attempted suicide within the first twelve (12) months from the Policy issue date or the latest Reinstatement date, whichever is later.

### 6.2 Terminal Illness Benefit

We do not pay the Terminal illness Benefit if the Terminal illness is directly or indirectly, wholly or partly caused by:

- a) Intentional acts (sane or insane) such as self-inflicted injuries, suicide or attempted suicide; or
- b) Acquired Immune Deficiency Syndrome (AIDS), AIDS-related conditions or infection in the presence of Human Immunodeficiency Virus (HIV) except HIV due to blood transfusion and occupationally acquired HIV.

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

We do not pay the TPD Benefit if the TPD is directly or indirectly, wholly or partly caused by:

- a) Intentional acts (sane or insane) such as self-inflicted injuries, suicide or attempted suicide;
- b) Criminal acts, war (declared or not), terrorism and chemical warfare;
- c) 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;
- d) Effects of drug or alcohol addiction; or
- e) AIDS, AIDS-related conditions or infection in the presence of HIV except HIV due to blood transfusion and occupationally acquired HIV.

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. When any of the exclusion happens, We will return the total Premiums paid (less any amounts previously paid to You under this policy) without interest, less any amounts owing to Us.

## 7. Making Claims From The Policy

### 7.1 How to make a Claim

We must be informed in writing within three (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. This may include re-examining the Life insured by a particular Doctor We appoint.

We reserve the rights to reject Your claim if the terms and conditions stated in this Provisions are not met.

### 7.2 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.

## 8. Our Rights

### 8.1 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 two (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 two (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.

### 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 Fraud and Misrepresentation

If You or Your executors, administrators, Nominees or any other Proper claimant 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. We shall have no liability in respect of such claims and shall be entitled to recover any payment made prior to the discovery of the fraud or misrepresentation.

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

You must, as soon as practicable within three (3) months of the changes, 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 within three (3) months of the change, 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.

#### **8.5 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.

#### **8.6 Changes in Taxation, Regulations and Legislation**

Should there be any 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 by giving You thirty (30) days' notice prior to such change.

#### **8.7 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 (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.



## 9. Your Rights

### 9.1 Free Look

You may return this policy for cancellation within fourteen (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 one (1) day after the date of emailing. If Your policy document is sent by post, We consider this policy is delivered to You seven (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 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.

## 10. When Will Your Policy End

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

- a) Death of the Life insured;
- b) Premium is not paid on time;
- c) We paid out 100% of the Benefit amount for the covered events;
- d) Upon expiry of this policy;
- e) You choose not to renew Your policy at the end of the policy term (applicable for policy term of 5 years (renewable)); or
- f) Your written request and Our acceptance of the application to terminate the policy. If You write to Us to terminate Your policy, there will not be any prorated refund of Premium and Your policy will terminate from the Premium due date immediately following the date We accept Your written request for termination.

## 11. What Do We Mean With These Words

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

**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, gradual physical, mental changes or any other causes. The Accident must occur after the Policy issue date.

**Assignee** means any person to whom You have transferred Your rights as the Policy owner and the assignment is registered with Us.

**Basic 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.

**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** 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.

**Nominee(s)** is a person that You have nominated (under the **Insurance Act 1966** 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.

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

**Premium(s)** is the amount of money that You pay to Us to keep this policy in force.

**Proper claimant(s)** has the meaning in the **Insurance Act 1966**. 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 Us. 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 reinstate Your policy back to inforce.

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

**Terminal illness** is the conclusive diagnosis of an illness that is expected to result in the death of the Life insured within twelve (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.

**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 six (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.

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

**You, Your** means the Policy owner