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# POLICY PROVISIONS FOR DEATH & TOTAL AND PERMANENT DISABILITY

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		Page
<b>1</b>	<b>Policy Owners' Protection Scheme</b>	1
<b>2</b>	<b>Our Responsibilities</b>	
	2.1 Death Benefit	1
	2.2 Total and Permanent Disability (TPD) Benefit	1
	2.3 De-activate the Rider	1
	2.4 Re-activate the Rider	1
	2.5 Yearly Renewability	2
<b>3</b>	<b>Your Responsibilities</b>	
	3.1 Insurance Cover Charge	2
<b>4</b>	<b>What Is Not Covered?</b>	
	4.1 Death Benefit	2
	4.2 Total and Permanent Disability (TPD) Benefit	2
<b>5</b>	<b>Making Claims From The Policy</b>	
	5.1 How to make a Claim	3
	5.2 Who do we pay Benefits to	3
<b>6</b>	<b>Our Rights</b>	
	6.1 Incontestability	3
	6.2 Correction of Mistakes and Errors	3
	6.3 Fraud and Misrepresentation	3
	6.4 Change of Address, Country of Residence or Citizenship	4
	6.5 No Cover	4
	6.6 Changes in Taxation, Regulations and Legislation	4
	6.7 Errors In Age / Gender / Smoker Status / Country of Residence	4
<b>7</b>	<b>Your Rights</b>	
	7.1 Free look	5
<b>8</b>	<b>When Will Your Rider End?</b>	5
<b>9</b>	<b>What Do We Mean With These Words?</b>	5-7

## 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](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## 2. Our Responsibilities

This is a yearly renewable, Non-participating rider that pays the Sum insured upon death of the Life insured or if the Life insured becomes totally and permanently disabled (before reaching Age 66) while the rider is in force. At the rider Expiry date, if We have not paid out any claims, this rider will end and no Benefits will be payable.

Your rider covers the Benefits described below.

### 2.1 Death Benefit

Upon death of the Life insured while the rider is in force, We will pay the Sum insured less any amounts owing to Us. When We make this payment, the rider ends.

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

If the Life insured becomes totally and permanently disabled before reaching Age 66 while the rider is in force, We will pay the Sum insured less any amounts owing to Us. When We make this payment, the rider ends.

#### Benefit Limitation

We will only provide a maximum aggregate amount of S\$4.0 million per Life insured for all policies and riders issued by Us with TPD benefits.

### 2.3 De-activate the Rider

Your rider will be de-activated when any one of the following event happens:

- a) de-activation of the Basic policy;
- b) free-look of the rider;
- c) upon Your request to de-activate the rider. The de-activation will take effect on the next calendar day;  
or
- d) there is insufficient Account value in Basic policy and Insurance cover charge for this rider is not paid by expiry date of the grace period.

When Your rider is de-activated, all Benefits under this rider will end. The rider will remain dormant and You may choose to re-activate Your rider at any time before termination of this rider occurs.

### 2.4 Re-activate the Rider

If Your rider is de-activated, You may re-apply to re-activate the rider to in force.

Re-activation of the rider is subject to Our approval, depending on the insurability of the Life insured and such other terms and conditions as We shall determine from time to time. Upon our approval, re-activation will take effect on the next calendar day. All exclusions will begin from the effective day of re-activation.

## 2.5 Yearly Renewability

This is a yearly renewable rider and the policy term is 1 year. At the end of 1 year policy term, this rider will be renewed automatically for another 1 year at the same conditions on the expiry date before renewal, so long as the following conditions are met:

- (a) this rider is in force on the expiry date before the renewal; and
- (b) the Life insured has not reached Age 100 at the renewal date.

We reserve the right to terminate Your rider by giving you 90 days' notice.

## 3. Your Responsibilities

### 3.1 Insurance Cover Charge

We will deduct Insurance cover charge daily in respect of the Sum insured of the rider, starting from the Rider commencement date. The Insurance cover charge will depend on the Sum insured of the rider, the attained age of the Life insured, the Life insured's gender and smoker status on each Basic policy's policy anniversary. Insurance cover charge are payable daily via deduction from the Account value in Basic policy. If there is insufficient Account value in Basic policy, We will provide a three (3) days' grace period such that Your rider is kept in force. This rider will be de-activated if the required Insurance cover charge is not paid by the expiry date of the grace period.

The Insurance cover charge for this rider is not guaranteed. We reserve the right to change the Insurance cover charge at any time by giving You thirty (30) days' written notice in advance.

## 4. What Is Not Covered?

There are certain conditions under which no Benefits will be payable.

### 4.1 Death Benefit

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

- a) death from activity under special conditions; or
- b) intentional acts (sane or insane) such as self-inflicted injuries, suicide or attempted suicide within the first 12 months from the Rider issue date, the last increase in rider's Sum insured or the latest rider re-activation date, whichever is later.
- c) Pre-existing condition within the first 12 months from the Rider issue date, the last increase in rider's Sum insured or the latest rider re-activation date, whichever is later.

### 4.2 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-harm 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) Human Immunodeficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS) and any AIDS related 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.

When any of the exclusion happens, We will return the total Insurance cover charge paid for this rider without interest back into the Basic policy's Account value, less any amounts owing to Us.

## 5. Making Claims from the Policy

### 5.1 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. This may include re-examining the Life insured by a particular Doctor We appoint.

Material facts required under this policy that were not disclosed when required for applying for a new policy may result in Your claim being rejected. When this happens, We will refund all Insurance cover charge paid (less any amounts previously paid to You under this rider) back into the Basic policy's Account value, without interest and less any amounts owing to Us as well as any expenses incurred by Us in providing You the rider.

### 5.2 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.

## 6. Our Rights

### 6.1 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 Insurance cover charge paid (less any amounts previously paid to You under this rider) back into the Basic policy's Account value, without interest and less any amounts owing to Us as well as any expenses incurred by Us in providing You the rider.

### 6.2 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.

### 6.3 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.

#### **6.4 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.

#### **6.5 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.

#### **6.6 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 by giving You 30 days' notice prior to such change.

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

If Your Age, gender, smoker status and/or country of residence is not correctly stated such that the Insurance cover charge is wrong, We reserve the rights to adjust the Benefits. For underpayment of Insurance cover charge, the claims will be pro-rated as if You have purchased a lower cover. For overpayment of Insurance cover charge, We will refund the excess Insurance cover charge paid (less any amounts previously paid to You under this rider) back into the Basic policy's Account value, without interest.

Based on the correct Age, gender, smoker status and/or country of residence, if You are 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 Insurance cover charge paid (less any amounts previously paid to You under this rider) back into the Basic policy's Account value, without interest and less any amounts owing to Us as well as any expenses incurred by Us in providing You the rider.

## 7. Your Rights

### 7.1 Free Look

You may return this rider for cancellation within 14 days after You receive the rider document, for any reason. We will deduct any costs incurred by the Company in assessing the risk under the rider, such as payments for medical check-up and other expenses, from the Insurance cover charge You paid. The balance Insurance cover charge (if any) will be refunded back into the Basic policy's Account value.

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

Free look period is only applicable for the first time when this rider is issued. It is not applicable to the subsequent re-activation of the rider.

## 8. When Will Your Rider End?

This rider will end when any of the following events happens first:

- a) Termination of the Basic policy;
- b) 90 days after We give You notice that the rider cannot be renewed; or
- c) We paid out the rider Benefit subject to the maximum aggregate amount.

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

**Account value** is calculated as:

The single premium paid plus

- a) any ad-hoc Top-up(s); and
- b) accumulated interest;

less

- c) Insurance cover charge of any Supplementary rider and Add-on Protection You added;
- d) any partial withdrawal(s); and
- e) any transaction fee(s).

**Add-on Protection** means an optional General insurance plan, which can be activated to provide supplementary coverage to the Basic policy.

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

**Basic policy** means the GIGANTIQ policy as it exists, including the supplementary terms and any endorsement made to it, without any Supplementary rider and Add-on Protection.

**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 authorized by Us.

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

**Insurance cover charge** is the amount of money that You pay to Us to keep any Supplementary rider and Add-on Protection You added inforce so You may claim for the benefits.

**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.

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

**Rider commencement date** means the date the rider commences, as shown in the Endorsement on Addition of Supplementary Rider. The rider's policy anniversary is same as the Basic policy's policy anniversary, as shown in the Basic policy's Policy Information Page.

**Rider issue date** means the date we issue the rider. 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 to Us to keep GIGANTIQ policy in force so You may claim for the benefits.

**Pre-existing condition** means the existence of any signs or symptoms before the Rider issue date, the last increase in rider's Sum insured made or the rider re-activation date, whichever is later, 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 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.

**Supplementary rider** means an optional Life rider, which can be activated to provide supplementary coverage to the Basic policy.

**Top-up(s)** means the subsequent premium(s) you make to Your policy after Your policy is issued.

**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 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.

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

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