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# POLICY CONTRACT FOR Cancer Insurance

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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:

- Policy Contract for Cancer Insurance
- 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
- Our offer of conditional acceptance (if any) and
- Any Endorsements we may issue to you on this policy

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 Policy Contract.

Anyone not directly a party to this contract has no right to enforce the Contracts (Rights of Third Parties) Act 2001 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 denominated in Singapore Dollars.

## 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 yearly renewable, Non-participating term plan. Your policy covers the Benefits described below while the policy is in force.

### 3.1 Cancer Benefit

While the policy is in force and after the waiting period, upon diagnosis of Cancer (all stages) of the Life insured by a Doctor, we will pay 100% of the Sum insured less any outstanding amounts owing to us from this policy. When we make this payment, the policy ends.

The Cancer Benefit payable under this Cancer Insurance shall not exceed S\$200,000 for the same Life insured.

### **3.2 Death Benefit**

Upon death of the Life insured while the policy is in force, we will pay a lump sum of S\$5,000 less any outstanding amounts owing to us from this policy. When we make this payment, the policy ends.

### **3.3 Guaranteed Renewability**

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

- (a) this policy is in force on the expiry date before the renewal; and
- (b) the life insured has not reached age 85 at the renewal date.

The premium that You pay for this policy is guaranteed during the first 1 year policy term. However the renewal premium will be calculated based on the attained age of the life insured using prevailing premium rates at the time of renewal. We reserve the rights to adjust the renewal Premium. We will let You know 30 days in advance if Your renewal Premiums are revised.

### **3.4 No Claim Discount**

A no claim discount equivalent to 6% of the total Premium paid for the past 1 year policy term will be applied to the renewal Premium, as long as no claims has been made during the past 1 year policy term. We reserve the right to revise the no claim discount at any time by giving you 30 days' notice.

## **4. Your Responsibilities**

### **4.1 Premium**

We must receive all Premiums within 30 days from the due date. Your policy is kept in force during this 30 days. If You fail to pay the Premiums on time, this policy will lapse.

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

We will not pay any Benefit for the following:

### **5.1 Waiting Period**

If You experience first symptoms of Cancer within the first 90 days from the Policy issue date or date of Endorsement, whichever is later, We will not pay the Cancer Benefit. When this happens, we will refund the Premiums paid without interest, less any outstanding amounts owing to us from this policy.

### **5.2 Suicide**

This policy becomes invalid if You commit intentional acts (sane or insane) such as self-inflicted injuries, suicide or attempted suicide during the policy term. When this happens, we will refund the Premiums paid during the policy term without interest, less any outstanding amounts owing to us from this policy.

### **5.3 Pre-existing Conditions**

Any Pre-existing condition which You are suffering prior to the Policy commencement date will not be covered unless it was declared in the application for this policy and such application is accepted by Us.

## **5.4 Specific Conditions**

When there is condition(s) specific to You which we will not cover, we will state them on our offer of conditional acceptance, the Policy Information Page and Endorsement. If You suffer directly or indirectly from the excluded events, We will refund the Premiums paid during the policy term without interest, less any outstanding amounts owing to us from this policy.

## **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. We reserve the right to require the Life insured to be examined by Our panel Doctor.

Material facts required under this policy that were not disclosed when required during policy application may result in Your claim being rejected. When this happens, We will refund all Premiums paid without interest, 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 two (2) years from the Policy commencement date, 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.

### **7.2 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.

### **7.3 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, less any amounts owing to Us as well as any expenses incurred by Us in providing You the policy.

#### **7.4 Prohibited Person Limitation and Exclusion**

If You are or any relevant person is found to be a Prohibited Person:

- a) We are entitled not to accept the application; and
- b) if any policy is issued, We are entitled to end/terminate the policy, not pay any Benefits or not allow any transaction to be carried out under the policy. We will not refund any unutilised Premium when the policy is ended/terminated.

You will need to inform Us immediately if there is any change in Your or any relevant person's identity, status or identity documents.

Our decision in respect of this exclusion will be final.

## **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 Us 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. 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.

## **9. When Will Your Policy End?**

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

- I. Death of the Life insured or We paid out the death benefit;
- II. We paid out 100% of the Sum insured;
- III. At policy expiry date and You choose not to renew your policy;
- IV. When the life insured reached age 85;
- V. If You fail to pay the Premiums on time; or
- VI. We receive Your written request and accept Your request to terminate the policy. No refund of Premium will be provided for termination before the end of the policy term.

## 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 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.

**\*Cancer** means a malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue. It includes carcinoma-in-situ, a focal autonomous new growth of carcinomatous cells which have not yet infiltrated normal tissue beyond the epithelial basement membrane. The diagnosis of carcinoma- in- situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.

Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other bodily fluid in the absence of further definitive and clinically verifiable evidence does not meet the above definition.

For the above definition, the following are excluded:

- All tumours which are histologically classified as any of the following:
  - Pre-malignant;
  - Non-invasive;
  - Having borderline malignancy;
  - Having any degree of malignant potential;
  - Having suspicious malignancy;
  - Neoplasm of uncertain or unknown behaviour; or
  - Cervical Dysplasia CIN -1, CIN-2
- Any non-melanoma skin carcinoma, skin confined primary cutaneous lymphoma and dermatofibrosarcoma protuberans unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumours in the presence of HIV infection

\*The Life Insurance Association Singapore (LIA) has standard Definitions for 37 severe-stage Critical Illnesses (Version 2019). This Critical Illness does not fall under Version 2019. For Critical Illnesses that do not fall under Version 2019, the definitions are determined by the insurance company. You may refer to [www.lia.org.sg](http://www.lia.org.sg) for the standard Definitions (Version 2019).

**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** or **Insurance (Nomination of Beneficiaries) Regulations 2009**) to receive the policy monies payable under the policy upon the Life insured's 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 either monthly or annually to us, as shown in your Policy Information Page to keep this policy in force.

**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.

**Prohibited Person** means a person or entity who is, or who is related to a person or entity:

- a) subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict Us from providing insurance or carrying out any transaction under this policy; or
- b) who is involved in any terrorist or illegal activities or placed on sanction listing or issued with freezing order.

**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 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.

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

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

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