

## **PRIVILEGES AND CONDITIONS**

### **1. BENEFIT**

In the event of death, Terminal Illness or Total and Permanent Disability of the Insured, subject to Clause 10, we will pay an amount equal to the Sum Assured of this Policy subject to any lien over the Policy and/or after deducting any money owed by you to us.

### **2. INCONTESTABILITY**

After one year from the Date of Issue, the effective date of any increase in the Sum Assured or from the date of reinstatement, whichever is latest, this Policy shall be incontestable except for fraud or non-payment of premiums.

### **3. RESIDENCE, TRAVEL AND OCCUPATION**

No restrictions are placed upon the Insured with regard to residence, travel and occupation, except as provided in any special agreement or endorsement to this Policy issued by us.

### **4. SUICIDE**

This Policy shall be void if the Insured whether sane or insane, dies by his or her own hands within one year from:

- (a) the Date of Issue of this Policy;
- (b) the effective date of any increase in the Sum Assured; or
- (c) the date of reinstatement of this Policy.

If such an event occurs, we will refund the total premiums paid without interest from the Policy Entry Date, or if this Policy has been reinstated, the total premiums paid without interest from the date of reinstatement.

If any interest in this Policy has been bona fide acquired for valuable consideration by any person other than the Insured, and of which written notice shall have been received by us before the death of the Insured, we will pay that person the amount of such valuable consideration or the Sum Assured, whichever is lesser.

### **5. ADMISSION OF AGE**

If the date of birth was incorrectly stated in the proposal form, then the Sum Assured shall be such a sum as the premium paid would have purchased according to the premium rate based on the correct date of birth on the Policy Entry Date.

### **6. PREMIUM AND REFUND OF PREMIUM**

During the Contract Term specified in the Schedule, the premium payable for this Policy is fixed and will not be changed provided that:

- (a) any applicable discounts, as may be determined by us, on the premiums are not withdrawn or changed; and
- (b) the policy fee specified in clause 8 is not changed.

No refund of premium shall be made for any unexpired period of cover or upon termination of this Policy.

### **7. GRACE PERIOD**

You are allowed a grace period of 30 days ("Grace Period") to pay your second and subsequent premiums. During the Grace Period, this Policy will be maintained in full force. If any sum is payable by us under this Policy during the Grace Period, the amount of any unpaid premium will be deducted accordingly.

## **8. POLICY FEE**

- (a) We will deduct a monthly policy fee of S\$2.50 or such other amount which we may from time to time determine from the premiums paid.
- (b) The policy fee is not guaranteed and may be changed by us at any time.

## **9. NON-PAYMENT OF PREMIUMS**

If any subsequent premium is not paid within the Grace Period, this Policy will lapse on the expiry of the Grace Period.

If the Policy has lapsed, it may be reinstated at any time within thirty-six months of the date of lapse, on payment of the outstanding premiums and interest and subject to satisfactory proof of the good health of the Insured and provided no adverse material change has occurred in the risks insured by this Policy.

## **10. TOTAL AND PERMANENT DISABILITY BENEFIT**

- (a) If the Insured becomes Totally and Permanently Disabled as a result of accidental bodily injury, sickness or disease while this Policy is in force, we will pay this Total and Permanent Disability Benefit subject to the following:-
  - (i) the Total and Permanent Disability must occur before the Insured attains the age of 65 years;
  - (ii) we must receive satisfactory evidence of the Insured's Total and Permanent Disability from a Registered Medical Practitioner appointed by us. Where the Insured is Totally and Permanently Disabled as defined in clause 17(d)(i), we require further proof that the Insured has been Totally and Permanently Disabled for a continuous period of at least six (6) months from a Registered Medical Practitioner appointed by us;
  - (iii) we have the right to require satisfactory evidence of the Insured's continuing Total and Permanent Disability to be provided from time to time from a Registered Medical Practitioner appointed by us before we pay the balance of any Total and Permanent Benefit even though the claim for Total and Permanent Disability has been admitted;
  - (iv) the Total and Permanent Disability must not be caused by or the result of the Insured's own deliberate act;
  - (v) we will pay a maximum aggregate sum not exceeding S\$1,000,000 (excluding any bonuses) as the first payment in respect of the same Insured under this Policy and every other policy issued by us that may be in force. Any amount in excess of the S\$1,000,000 (excluding any bonuses) will be paid 12 months later provided that the Insured remains Totally and Permanently Disabled; and
  - (vi) all supplementary insurances issued under this Policy will cease automatically except for any supplementary insurance covering extended benefits for Total and Permanent Disability when we admit a claim for Total and Permanent Disability. If the Insured ceases to be Totally and Permanently Disabled, we will not reinstate any of the supplementary insurances that have ceased.
- (b) If the Contract Term specified in the Schedule expires or matures before this Total and Permanent Disability Benefit has been fully paid, we will pay the balance of this Total and Permanent Disability Benefit still unpaid subject to the terms of this clause 10.
- (c) If the Insured dies or is diagnosed with Terminal Illness before this Total and Permanent Disability Benefit has been fully paid, we will pay the Sum Assured for death or Terminal Illness less any Total and Permanent Disability Benefit which has been paid under this Policy.
- (d) We will cease to pay the balance of any unpaid Total and Permanent Disability Benefit if satisfactory evidence of the Insured's continuing Total and Permanent Disability as required under clause 10(a)(iii) cannot be furnished or the Insured becomes able to engage in any business or occupation or perform any work of any kind for remuneration or profit.
- (e) The maximum aggregate liability for this Total and Permanent Disability Benefit in respect of the same Insured under this Policy and any other individual life policy issued by us and by any other insurer that may be in force is limited to S\$3,750,000 (excluding any bonuses). Where the same Insured is covered under Total and Permanent Disability Benefits for more than S\$3,750,000 (excluding any bonuses), we will admit and pay all claims for this Total and Permanent Disability Benefit under policies issued by us in the following priority -
  - (i) firstly, under any mortgage protection policy or policies of like nature; and
  - (ii) secondly, under any other individual life policy.

Within sub-clauses (i) and (ii), payment will be made first under the policy which is effected earliest in time in that sub-clause.

- (f) Where the maximum aggregate of S\$3,750,000 (excluding any bonuses) has been paid for this Total and Permanent Disability Benefits in respect of the same Insured under this Policy and any other individual life policy issued by us and by any other insurer:
- (i) the cover for this Total and Permanent Disability Benefit under this Policy and any other individual life policy issued by us will automatically cease;
- (ii) the cover for death and Terminal Illness will continue for an amount equal to the Sum Assured less any Total and Permanent Disability Benefit which has been paid under this Policy provided that the premiums due in respect of such balance Sum Assured are paid. If the Insured dies or is diagnosed with Terminal Illness, we will pay only an amount equal to such balance of the Sum Assured for death or Terminal Illness.
- (g) If the Insured ceases to be Totally and Permanently Disabled before the balance of the Total and Permanent Disability Benefit is paid, we will:
  - (i) cease to pay the balance of any unpaid Total and Permanent Disability Benefit; and
  - (ii) continue cover for the balance of any amount equal to the Sum Assured less any Total and Permanent Disability Benefit which has been paid under this Policy for death, Terminal Illness or Total and Permanent Disability subject to this clause 10, provided that the premiums due in respect of such balance Sum Assured are paid.
- (h) Any payment by us under this clause is subject to any lien over the Policy and/or made after deducting any money owed by you to us.

#### **11. RENEWAL**

- (a) The duration of this Policy is for the Contract Term specified in the Schedule, and, unless this Policy is terminated in accordance with clause 12, will be automatically renewed as follows:
  - (i) for a term the same as the Contract Term specified in the Schedule and, unless you inform us otherwise, the sum assured will be the same amount as the Sum Assured of this Policy provided that if any Total and Permanent Disability Benefit has been paid, the sum assured will be equal to the Sum Assured of this Policy less the amount of Total and Permanent Disability Benefit which has been paid under this Policy;
  - (ii) premiums payable on renewal are based on the term for the renewal, any applicable discounts, as may be determined by us on the premiums, and our prevailing premium rates for the age of the Insured at the time of renewal; and
  - (iii) any renewal of this Policy will be effected by a renewal endorsement.
- (b) Any renewal will commence on the date following the expiry of the Contract Term and is subject to both the following conditions being satisfied:
  - (i) the Contract Term for the renewal must be at least 5 years; and
  - (ii) the Insured is of age 74 years old and below at renewal.

If either of the above conditions 11(b)(i) or 11(b)(ii) is not satisfied, we will not renew this Policy or allow any subsequent renewals.

#### **12. TERMINATION OF POLICY AND BENEFITS**

This Policy shall terminate and all benefits shall cease in any of the following events:

- (a) upon payment of an amount equal to the Sum Assured of this Policy due to death, Terminal Illness or Total and Permanent Disability of the Insured whichever is the earliest;
- (b) upon payment of the balance of any amount equal to the Sum Assured less any Total and Permanent Disability Benefit which has been paid under this Policy under clause 10(f) and 10(g);
- (c) non-payment of premium within the Grace Period, cancellation or otherwise, as the case may be; or
- (d) the anniversary of the Policy Entry Date after the Insured attains the age of 79 years old.

### 13. NO SURRENDER VALUE

No cash value or benefit is payable upon surrender of this Policy.

### 14. ASSIGNMENTS

We shall not be bound by any assignment of this Policy unless we are notified of the assignment in writing and have endorsed this Policy accordingly.

### 15. ARBITRATION

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause 15.

### 16. EXCLUSION OF THIRD PARTY RIGHTS

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

### 17. DEFINITION

- (a) **“We, us, our, NTUC Income or the Company”** means NTUC Income Insurance Co-operative Limited.
- (b) **“Registered Medical Practitioner”** means a doctor qualified by degree in western medicine who is legally licensed in Singapore or have the qualifications recognised by the Singapore Medical Council.
- (c) **“Terminal Illness”** means an illness which, in the opinion of the Registered Medical Practitioner involved and subject to acceptance by a Registered Medical Practitioner appointed by us, is highly likely to lead to death within 12 months provided that Terminal Illness in the presence of Human Immunodeficiency Virus (HIV) is excluded.
- (d) **“Total and Permanent Disability / Totally and Permanently Disabled”** means:
  - (i) the complete and continuous inability of the Insured at that time and at all times thereafter to engage in any business or occupation or perform any work of any kind for remuneration or profit; or
  - (ii) Total Physical Loss
- (e) **“Total Physical Loss”** means any one of the following:
  - (i) the total and irrecoverable loss of sight of both eyes;
  - (ii) the loss by complete severance or total and irrecoverable loss of use of both limbs at or above the wrist or ankle; or
  - (iii) the total and irrecoverable loss of sight of one eye and the loss by complete severance or total and irrecoverable loss of use of one limb at or above the wrist or ankle