# **Conditions for Temporary Protection Plan (Group Term Life)**

This is **your** insurance **policy** offered by **us** under the **Income Support Scheme 3** and it contains details of benefits, conditions and exclusions. This **policy** will form the basis on which **we** will settle all claims. It is only valid if **you** have paid the appropriate premium in full and **we** have given **you** a **schedule**.

Any statement, information or declaration **you** have provided to **us**, including any declaration made over the phone, or by fax, email or online through **our** website at the time of making the application, will form the basis of the contract. This **policy** may be void if any information **you** provided to **us** is incomplete or inaccurate or if **you** do not comply with the conditions of this **policy**.

The **schedule** and any further **endorsements** are all part of this **policy**. Please keep this document in case **you** need to refer to it.

# Who is eligible

This **policy** is only available to **you** if:

- you are age 60 years old or below;
- you are a policyholder of a Regular Premium Plan which has lapsed; and
- you have applied and are eligible, for the Income Support Scheme 3.

## Definitions

#### Age

Age means the age on the last birthday at the time cover incepted under this **policy**.

## Benefit(s)

Benefits means the benefits set out in this **policy**.

## **Commencement date**

Commencement date means the date from which the cover under this **policy** begins as set out in the **schedule**.

## Endorsement

Endorsement means any written statement or notice issued by **us** to confirm and record changes to the terms and conditions of this **policy**.

## Family member

Family member means husband or wife, children, parents, siblings, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandparent-in-law, daughters-in-law, sons-in-law or grandchildren.

## **Income Support Scheme 3**

Income Support Scheme 3 means the Income Support Scheme 3 offered by **us** subject to terms and conditions as set out at <u>www.income.com.sg/support-scheme</u>

#### Illness

Illness means a physical condition certified by a **registered medical practitioner** as a pathological deviation from the normal healthy state.

## Injury

Injury means damage or harm caused to the body by an external force suffered during the **period of insurance** and which is caused only and directly by an **accident**. This does not include all medical conditions,

diseases, sickness, bacterial infections or viral infections, even if these conditions resulted from, or are connected with, directly or indirectly, the **accident**.

## **Period of insurance**

Period of insurance means the period of cover as shown in the schedule.

## Policy

Policy means this Temporary Protection Plan you have entered into with us.

## Policyholder

Policyholder means the owner and the insured under this **policy** named in the **schedule**.

## Pre-existing medical condition

Pre-existing medical condition means any **illness** or **injury** which **you** had symptoms; has been diagnosed; known or unknown; regardless of whether treatment or medical advice was actually received, prior to the commencement of cover under this **policy**.

## **Prohibited person**

Prohibited person means a person or entity who is subject to laws, regulations or sanctions administered by any governmental or regulatory authorities or law enforcement in any country, which will prohibit us from providing insurance cover or paying any benefit

## **Proper claimant**

Proper claimant means the proper claimant as defined under the Insurance Act (Chap 142).

## **Registered medical practitioner**

Registered medical practitioner means a doctor qualified in western medicine who is licensed and authorised in the geographical area they are practicing in to provide medical or surgical services. They cannot be **your family member** or business associates including any business partner, employers or employees.

## **Regular Premium Plan**

Regular Premium Plan means any of the following regular premium life and health plans and ridersissued by **us** to **you:** 

- Star Assure/ VivoAssure
- VivoLife
- DIRECT Star Classic Protect
- Gro Prime Saver/ VivoCash Prime
- Gro Cash Harvest
- Gro Saver/ Endowment
- Gro Flex Saver/ LP RevoSave
- Gro Steady Saver/ RevoSave
- Gro Secure Saver/ RevoSecure
- Gro Retire Ease/ RevoRetire
- Gro Goal Saver/ RevoEase
- Gro Junior Saver/ VivoChild
- Gro Gen Saver/ RevoGift
- TermLife Solitaire
- iTerm
- DIRECT Term
- Mortgage Term
- Disability Accelerator
- Payer Premium Waiver

## **Relevant person**

**Relevant person** includes **policyholder**, trustee, assignee, authorised person, beneficiary, beneficial owner and connected party.

## Schedule

Schedule means the document which proves that **you** have the insurance cover, listing among other things, the **policyholder**, **commencement date**, and policy **endorsement**, where applicable.

#### Sum assured

Sum assured means the amount of assurance covered under your policy.

#### Total and permanent disability

Total and permanent disability means

(a) the complete and continuous inability of the insured to engage in any business or occupation or perform any work of any kind for remuneration or profit at that time and at all times thereafter; or (b) **total physical loss.** 

#### **Total physical loss**

Total physical loss means any one of the following:

- (a) the total and permanent loss of sight of both eyes;
- (b) the loss by complete severance or total and permanent loss of use of both limbs at or above the wrist or ankle or;
- (c) the total and permanent loss of sight of one eye and the loss by complete severance or total and permanent loss of use of one limb at or above the wrist or ankle.

#### We/us/our

We, us or our means NTUC Income Insurance Co-operative Limited.

#### You/your

You or your means the **policyholder** referred to in the **schedule**.

## What your policy covers

We will pay the following **benefits** according to the **schedule** provided that **your** coverage is in-force under this **policy**.

## **BASIC BENEFITS**

We will only pay either one of the following benefit under this policy:

#### I. Death

We will pay the **sum assured** as stated in the **schedule** if **you** die from any cause, in one lump sum and subject to the policy terms and conditions.

#### II. Total and permanent disability

We will pay the **benefit** as stated in the **schedule** in one lump sum, if **you** suffer from **total and permanent disability** continuously for at least 3 months, due to any cause, before the **age** of 60 while **your** cover is in force.

If death occurs within 12 months after **you** received the initial payment, **we** will pay in a lump sum the remaining balance payable under **your policy** to **your** legal representative or **proper claimant**.

# What you need to be aware of

## A. Liability

We will not pay any **benefits** under **this policy** if **you**:

- (a) Fail to fully and truthfully disclose to **us**, all material information known (or which could reasonably be expected to be known) by **you**, before start of cover under this **policy**
- (b) Fail to observe and fulfill the terms and conditions of this **policy**; or
- (c) Make any claim that is fraudulent or exaggerated, or make any false declaration or statement in support of a claim.

**We** shall also have the discretion to terminate this **policy**, to impose terms and conditions as **we** may require and/or to take any action as **we** think necessary.

## B. Misstatement

If the date of birth or other relevant facts relating to **you** are found to have been misstated and if such misstatement affects the **benefits** entitlement or any provisions of this **policy**, the true **age** and facts shall be used to determine whether the cover would have been in force under the provisions of this **policy** and whether the **benefits** are payable.

## C. Renewal

This **policy** is not renewable.

## D. Change of terms and conditions

We may vary the premiums, **benefits** and/or cover or amend the terms and conditions of this **policy** by giving **you** 30 days' prior written notice at **your** last known address.

#### E. Ownership of policy

We shall treat **you** as the absolute owner of this **policy** and shall not be bound to recognise any equitable or other claim or interest in this **policy**.

#### F. Free look period

We will give you 14 days from the time you receive this **policy** to decide whether you want to continue with it. If you do not want to continue this **policy**, you may write to us to cancel this **policy** and get a refund of your premium paid. This is provided that no claims have been made before the cancellation. We consider that this policy has been delivered (and received) seven days after we post it.

#### G. Governing law

This **policy** is governed by and interpreted according to the laws of the Republic of Singapore.

## H. Exclusion of third party rights

Any 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.

#### I. Prohibited persons

If you are or any relevant person is found to be a prohibited person, we may:

- a) declare the **policy** or the cover of any insured as invalid;
- b) cancel your policy and any or all cover under your policy; and
- c) refuse to pay any benefit to any **prohibited person**.

**You** must inform **us** of any changes to the identities, status/constitution/establishment, particulars and identification documents of the **relevant person(s)** as soon as reasonably practicable but no later than 30 days of any change.

#### J. Difference in opinions

In the event of any differences in opinions between **our registered medical practitioner** and **your registered medical practitioner**, **our registered medical practitioner's** opinion shall prevail.

## K. Legal proceedings

No action in law or in equity shall be brought to recover this **policy** prior to the expiration of 60 days after notice of claim has been filed in accordance with the requirements of this **policy**, nor shall such action be brought at all unless brought within two (2) years from the expiration of time within which such notice of claim is required by this **policy**.

# What is not covered

## **Exclusions**

This **policy** does not cover claims directly or indirectly caused by or arising from;

- a) Suicide or attempted suicide, whether sane or insane;
- b) Self-inflicted injury; or
- c) any pre-existing condition.

# Our responsibilities to you

#### A. Claims conditions

We will pay the **benefits** as stated in the **schedule** under this **policy** provided the following requirements are met:

- a) You are only claiming for either the death, or total permanent disability benefit under this policy. The total benefit payable under this policy shall not exceed the sum assured as stated in the schedule. Coverage under this policy will cease after we pay the total and permanent disability benefit, or death benefit, whichever is earlier.
- b) You (or your legal personal representative) must inform us in writing within 90 days, giving us full details and providing the proof of loss, documents we need including claim form.
- c) You must provide adequate medical evidence and the claim must be supported with acceptable clinical, radiological, histological and laboratory evidence, and confirmed by a **registered medical practitioner.**
- d) Any information required by **us** for assessing the claim shall be furnished by **you** at **your** expense.

Failure to furnish notice within the time provided in **this policy** shall invalidate the claim unless **you** (or **your** legal personal representative) shows that it was not reasonably possible to give such notice within such required time and that notice was subsequently given as soon as reasonably possible.

All payment of claims made under this **policy** shall be made by cheque to **you**, **your** legal representative or **proper claimant** as the case may be in accordance with the terms of the **policy**.

The receipt by **you**, **your** legal personal representative or **proper claimant** as the case may be of the **sum assured** payable under this **policy**, shall in all cases be deemed final and complete discharge of all **our** liability under this **policy**.

# Your responsibilities

## A. Cancellation of policy

We or you may cancel this **policy** by giving the other party 30 days' prior written notice. Once the notice period has expired, all cover, including benefits, under this **policy** shall terminate.

If this **policy** is cancelled by **us**, there shall be a pro-rated refund of premiums to **you** for any unexpired part of the **period of insurance**. If the policy is cancelled by **you**, there will be no refund for this **policy** for any unexpired part of the **period of insurance**.

We may also cancel the cover if you fail to comply with the terms and conditions of this policy, and we will not refund any premiums for the unexpired part of the period of insurance.

## B. Payment before cover warranty

We must receive the premium due on or before the commencement date of this policy.

## C. Termination of cover

The cover under this **policy** shall terminate and all **benefits** shall cease:

- (a) on the date this **policy** is terminated or expired; or
- (b) at the end of the policy year during which **you** attain the maximum **age** of coverage as stated in the **schedule**,

whichever is earlier.

#### D. 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 this 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 Income or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

#### E. Dealing with disputes

Any dispute or matter arising under, out of or in connection with this **policy** shall be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC) to be dealt with.

But if the dispute cannot be referred to or dealt with by FIDReC, then it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The Tribunal shall consist of one (1) arbitrator. Either party may propose to the other the name or names of one or more persons to be an arbitrator, and if no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the Singapore International Arbitration Centre. **We** will not be legally responsible under this **policy** unless **you** have first received an award under arbitration.