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### **TermProtect**

#### **General conditions**

#### 1. THE CONTRACT

This **policy** is written confirmation of a contract between **you** and **us**. This is a regular-**premium** non-participating term insurance **policy** that covers death, terminal illness and total and permanent disability.

#### 2. DEFINITIONS

Unless we say otherwise, the following are definitions of words and expressions used in this policy.

(a) Accident means a sudden, unexpected, unintentional, unusual and specific event caused by violent, external or visible means and has a visible impact on the life insured's external appearance. It happens at an identifiable date, time and place and, without being linked to any other cause.

## (b) Activities of daily living

(i) Transferring : The ability to move from a bed to an upright chair or wheelchair

and vice versa.

(ii) Mobility : The ability to move indoor from room to room on level surfaces.

(iii) Toileting : The ability to use the lavatory or otherwise manage bowel and

bladder functions so as to maintain a satisfactory level of personal

hygiene.

(iv) Dressing : The ability to put on, take off, secure and unfasten all garments

and as appropriate, any braces, artificial limbs or surgical

appliances.

(v) Washing : The ability to wash in the bath or shower (including getting into

and out of the bath or shower) or to wash satisfactory by any other

means.

(vi) Feeding : The ability to feed oneself once food has been prepared and made

available.

The diagnosis must be confirmed and certified by a medical examiner.

- (c) Age means the life insured's age as at his or her last birthday, on the policy effective date.
- (d) Application means information you and/or the life insured gave to buy this basic benefit or any supplementary benefit of this policy. Whether we accept your application depends on our assessment of the information submitted.
- (e) Basic Benefit means the basic insurance cover as shown on the schedule page or endorsement and as stated in the basic benefit conditions of this basic benefit contract.

## (f) Dates

- (i) Benefit start date means the date when the cover for the basic benefit or any supplementary benefit takes effect, as shown on the schedule page.
- (ii) Benefit end date means the date when the basic benefit or any supplementary benefit cover ends, as shown on the schedule page or endorsement.
- (iii) Grace period means a period of 30 calendar days after the premium due date.
- (iv) Policy anniversary means any anniversary of the policy effective date.
- (v) Policy start date (or policy effective date) means the date when this policy takes effect, as shown on the schedule page. If there is no day in any month or year that coincides with the policy effective date, the policy anniversary, policy monthiversary, and policy year (where applicable) will be the first calendar day of the next calendar month.
- (vi) Policy issue date means the date when this policy is issued, as shown on the schedule page.
- (vii) Policy year means a consecutive 12-month period. The first policy year begins on the policy effective date and ends 1 day before the first policy anniversary. Each subsequent policy year begins on the day of the policy anniversary and ends 1 day before the next policy anniversary.

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- (viii) **Policy term** means the period starting from the **benefit start date** up to **the benefit end date**, or when this **policy** terminates, whichever is earlier.
- (ix) **Premium end date** means the date on which the final **premium** is due and is to be paid, as shown on the **schedule page**.
- (x) **Premium due date** means the date when the **premium** is due and payable according to the payment frequency **you** have chosen.
- (g) Death Benefit means the basic benefit as defined and as set out in clause 20.
- (h) Diagnosis or diagnosed means the definitive diagnosis made by a medical examiner, based on radiological, clinical, histological or laboratory evidence which we accept. We may appoint another medical examiner to examine the life insured or the evidence presented. The opinion and diagnosis of this medical examiner will be final and binding.
- (i) **Endorsement** means any document issued and signed by **our** Chief Executive to change the terms of this **policy**. It forms an integral part of this **policy**.
- (j) Life insured means the person named as the life insured on the schedule page or endorsement. This is the person that this policy insures.
- (k) Medical Examiner means:
  - (i) any medical practitioner or specialist doctor with a recognised degree in western medicine who is licensed and authorised to practise in his or her country, who has the relevant skill to provide medical or surgical services for the illness, disability or disease; or
  - (ii) any medical practitioner or specialist doctor in Singapore we choose if you or the life insured makes a claim for basic benefit or supplementary benefit (if applicable) under this policy.

This person must not be **you** or the **life insured**, or **your** or the **life insured**'s husband, wife, relative or business partner.

#### (I) Policy

- (i) This **policy** is made up of the following:
  - a. the application form, any amendments, other forms and documents provided by you and the life insured to apply for this policy;
  - b. this basic benefit contract;
  - c. the supplementary benefit contract (if any);
  - d. the schedule page;
  - e. the endorsement (if any);
  - f. any counter offers we made and you accepted; and
  - g. any information and documents provided by you and the life insured with or after your application.
- (ii) We may issue revised schedule pages and/or endorsements to show changes made to this policy. Any change to this policy must be in writing and signed by our Chief Executive.
- (iii) **We** are not bound by any representation made by or to any other person not included in this **policy**.
- (m) Pre-existing condition means any illness or condition which existed before the policy issue date or the most recent date of reinstatement of this policy, whichever is the latest, which would have affected our decision to accept your application and for which:
  - presented signs or symptoms which you or the life insured was aware of or should have been aware of, and where the life insured should have sought medical advice or treatment;
  - (ii) treatment, test or investigation was recommended by or received from a medical examiner; or
  - (iii) the life insured has arranged or received medical consultation, test or investigation.
- (n) Premium means the amount of money that you pay in accordance with the payment frequency as shown on the schedule page or endorsement. It consists of the regular premiums payable for the basic benefit and the regular premiums payable for the supplementary benefits (where applicable) as reflected in our records.
- (o) Schedule Page forms part of this policy setting out specific details.
- (p) **Sum Insured** means the **sum insured** of the **basic benefit** as shown on the **schedule page** and may change according to clause 5.

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- (q) Supplementary benefit means an optional insurance coverage attached to this basic benefit contract. You can find details of supplementary benefit on schedule page or endorsement, and terms in the supplementary benefit contract.
- (r) TI means the medical condition as defined in clause 21.
- (s) TPD Plus means the medical condition as defined in clause 22.
- (t) We / Our / Us refers to Manulife (Singapore) Pte. Ltd..
- (u) You / Your / Yourself refers to the owner of this policy as shown in schedule page or endorsement (if there is an assignment to change the ownership of this policy).

#### 3. FREE-LOOK PERIOD

- (a) You may cancel this **policy** by writing to **us** within 14 days after **you** receive this **policy** (**free-look period**).
- (b) If you cancel the policy within this free-look period, we will refund all premiums paid without interest and less any medical fees or other expenses (including but not limited to payment for medical check-ups and medical reports) we have had to pay in processing your application.
- (c) If we send this policy to you by post or email, it will be considered delivered by us and received by you 7 days after the date of posting or email sent.

#### 4. PREMIUMS

- (a) The **premium** payable on a regular basis for this **basic benefit** during the **policy term** is shown on the **schedule page** or **endorsement**. The **premium** shown will be based on the frequency of payment **you** have chosen.
- (b) If there is a **supplementary benefit** contract attached to this **policy**, the **premium** shown on the **schedule page** includes the **premium** for the **supplementary benefit**.
- (c) You must pay the premiums by the premium due date. It is your responsibility to pay all premiums when due and until the premium end date as shown on the schedule page.
- (d) We will not process the payment if we do not receive the full premiums for the policy.
- (e) If you pay premiums monthly, you must do so using a direct debit facility (GIRO) approved by us. We may charge an administrative fee for any monthly premium not paid through GIRO or where the GIRO transaction has not been successful.
- (f) You must continue to pay premiums until we have approved any claim, which will result in the policy ending (where applicable).

### 5. SUM INSURED

- (a) The sum insured at the policy start date is shown on the schedule page.
- (b) Depending on our approval and conditions that may change at any time, you can ask us to reduce the sum insured as long as the policy is in force. If we approve the request, we will charge you a premium based on the reduced sum insured starting from the next premium due date
- (c) We will reduce the sum insured by the amount of claims paid by us under the basic benefit contract. You must continue to pay premiums for the new sum insured after we reduce the sum insured. If the sum insured is reduced to zero, this policy including the supplementary benefit contract will end.

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#### 6. LAPSING AND REINSTATING THE POLICY

- (a) This **policy** will lapse (no cover will be provided) if **you** do not pay the **premiums** by the end of the **grace period**.
- (b) You may ask us to reinstate the policy within 3 policy years from the date the policy lapsed.
- (c) We will decide whether to reinstate the policy and we must receive:
  - evidence of the **life insured**'s eligibility for insurance cover (you will have to pay for any medical reports and tests needed);
  - (ii) all overdue **premiums** which would have been paid had the **policy** not lapsed and the interest **we** may charge on these **premiums** (in a way which **we** will decide); and
  - (iii) any amount you may owe us.
- (d) We can include new terms and conditions on the reinstated policy.

#### 7. NON-DISCLOSURE

- (a) Under the Insurance Act (Cap. 142), **you** and the **life insured** must disclose all facts **you** and/or the **life insured** know or ought to know (including any facts which may affect **our** decision to provide insurance coverage under this **policy**).
- (b) If you and/or the life insured misrepresent or fail to disclose any facts (as described above), we may void this policy. We may determine at our sole discretion whether to refund all premiums received without interest, less the policy debt, amounts you owe to us, medical and other expenses incurred and to be incurred by us under this policy.

## 8. INCONTESTABILITY

- (a) Except for fraud, non-payment of premium, any claim that is not covered under this policy, or non-disclosure as described under clause 7, we will not contest the validity of or void this policy after 2 years from any of the following dates, whichever is the latest:
  - (i) the policy issue date; or
  - (ii) the date of the most recent reinstatement of the policy;
- (b) If we contest the validity of or void this policy, we may determine at our sole discretion whether to refund all premiums received without interest, less the policy debt, amounts you owe to us, medical and other expenses incurred and to be incurred by us under this policy.

## 9. SUICIDE

- (a) If the **life insured** dies from suicide, whether sane or insane, within 1 year from the **policy issue date**, **we** will not pay the **death benefit** and will refund all **premiums** paid without interest and less any policy debt, medical or other expenses **we** have had to pay in connection with this **policy** and this **policy** ends.
- (b) If the life insured dies from suicide, whether sane or insane within 1 year from the date of the most recent reinstatement of the policy, we will not pay the death benefit and will refund all premiums paid from the start date of the most recent reinstatement without interest and less any policy debt, medical or other expenses we have had to pay in connection with this policy and this policy ends.

## 10. MAKING A CLAIM

- (a) **You** or the person making a claim must give **us** notice in writing of the claim within 30 days of the event (or as soon as possible).
- (b) **You** or the person making the claim must give **us**, within 30 days after notice of the claim (or as soon as possible) evidence of the event. **We** must receive:
  - (i) this policy;
  - (ii) proof of ownership or entitlement of the person making the claim;

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- (iii) the birth certificate, identification documents or other relevant documents **we** may need for the **life insured** or the person making the claim;
- (iv) the completed claim form and the medical report;
- (v) proof of the event giving rise to the claim under this **policy**; and
- (vi) any other document we may ask for so we can process the claim.
- (c) We may appoint another medical examiner to examine the life insured in Singapore or the evidence presented. The opinion and diagnosis of this medical examiner will be binding on the life insured and us. You will have to pay any travel, accommodation and other costs; but not the cost of the examination carried out by our appointed medical examiner.
- (d) **We** will not be legally responsible if **you** or the person making the claim fails to provide the documents which **we** need to check the claim or entitlement under this **policy**.
- (e) If the age or sex (or both) were incorrect on the application, we will change the benefits due under this policy to those which would have been appropriate had the age or sex been correctly stated.
- (f) We will take any amount you owe us on your policy before we pay any claim.
- (g) If we make a payment under this policy, this will fulfill our duty under the policy, and we will have no further responsibility to you or any other person for the claim. This will apply to any action, claim, proceedings, cost, damages, demand, interest, liability, loss, penalty, tax and expenses you or the person making the claim may suffer or have to pay as a result of or in connection with the claim.
- (h) We may ask you or the person claiming to repay any amount which we have paid as a result of any mistake or oversight (including on our part or on the part of our employees or representatives).

#### 11. RESIDENCE, TRAVEL AND OCCUPATION

There are no restrictions on where the life insured stays, travels or works, unless we say otherwise.

## 12. NON-PARTICIPATING

This **policy** does not benefit from **our** surplus distributions. When **you** ask to end the **policy** or if the **policy** lapses or ends, it will have no cash value.

### 13. ASSIGNMENT

- (a) While this policy is in force and during the lifetime of the life insured, you may use your policy as security or collateral if you fully transfer the benefits of the policy to another person or organisation.
- (b) You must give us:
  - (i) written notice of the assignment; and
  - (ii) a copy of the assignment.
- (c) We will only treat the notice of assignment as received when it is delivered to our registered address. If you provide this notice through our representative, we will only treat it as received when the representative delivers it to our registered address.
- (d) By acknowledging the notice of **assignment**, **we** are not responsible for whether the **assignment** is valid or legally enforceable.

## 14. TERMINATION

This policy will end:

- (a) when we receive your notice in writing to end this policy;
- (b) on the benefit end date shown on the schedule page or endorsement;

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- (c) when it lapses:
- (d) when the life insured dies and death benefit is paid;
- (e) when the **death benefit** is accelerated in full under this **basic benefit** contract or any **supplementary benefit** contract;

whichever happens first.

### 15. GOVERNING LAW

This **policy** is governed by the laws of Singapore.

### 16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not directly involved in this **policy** will have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms.

#### 17. POLICY TRANSACTIONS

If you want to carry out any transactions under this **policy**, you must use the forms **we** provide to **you**. **You** must tell **us** about any change in **your** personal information, especially **your** correspondence address, residential address, email address and contact number.

### 18. CURRENCY

All **premiums** and benefits quoted in this **policy** are in Singapore dollars. Payments made to **us** under this **policy** or payments which **we** make under this **policy** will also be in Singapore dollars.

### 19. 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 of Singapore (LIA) or SDIC websites (www.lia.org.sg or www.sdic.org.sg).

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#### **Basic benefit conditions**

### 20. DEATH BENEFIT

- (a) We will pay an amount equivalent to the sum insured as death benefit upon the death of the life insured, less any amount you owe us. The policy will end immediately after such payment.
- (b) The maximum **we** will pay for this **policy** and all other term policies aggregated, sold digitally and are issued by **us** covering the same **life insured** for any **death benefit** is S\$1,000,000. This **policy** is also subject to a S\$1,500,000 limit which is the maximum that **we** will pay for all term policies under simplified issuance offered by **us**.

### 21. TERMINAL ILLNESS BENEFIT (TI BENEFIT)

- (a) We will pay TI benefit if the life insured is diagnosed with TI while this policy is in force.
- (b) TI benefit can only be claimed once during the policy term and is an amount equivalent to the sum insured (subject to the TI limit defined in clause 21(d) below) on the date life insured is diagnosed with TI. This benefit is paid as an acceleration of the death benefit. This policy will end upon full acceleration of death benefit.
- (c) TI is defined as the conclusive diagnosis of an illness that is expected to result in the death of the life insured within 12 months from the date of diagnosis. This diagnosis must be supported by a medical examiner and confirmed by our appointed medical examiner. TI in the presence of Human Immunodeficiency Virus (HIV) infection is excluded.
- (d) The maximum we will pay for this **policy** and all other policies we have issued covering the same **life insured** for any **TI** benefit is \$\$1,000,000 (**TI limit**). This **policy** will stay in force for the **death benefit** if we have not paid the full **sum insured** following the **TI** claim.
- (e) This policy will stay in force if death benefit is not fully accelerated as a part of TI benefit.
- (f) If the **life insured** is **diagnosed** with **TI**, **you** must continue to pay **premiums** until **we** have approved the claim for **TI benefit**.
- (g) **We**, as per **our** own discretion decide the sequence of payment for this benefit if there is more than one policy issued by **us** covering the same **life insured** for this benefit.
- (h) Cover for TI will end:
  - (i) when we have paid a claim for TI benefit;
  - (ii) when this policy ends; or
  - (iii) when **we** have paid the **TI limit** as shown in clause 21(d) above; whichever happens first.

### 22. TOTAL AND PERMANENT DISABILITY (TPD) PLUS BENEFIT

- (a) We will pay TPD Plus benefit, if the life insured is diagnosed with TPD Plus while this policy is in force.
- (b) TPD Plus benefit can only be claimed once during the policy term and is an amount equivalent to sum insured (subject to TPD limit in clause 22(c) below) on the date life insured is diagnosed with TPD Plus. TPD Plus benefit is paid as an acceleration of death benefit. This policy will end upon full acceleration of death benefit.
- (c) The maximum **we** will pay for this **policy** and all other term **policies** aggregated, sold digitally and that are issued by **us** covering the same **life insured** for any total and permanent disability is \$\$1,000,000 (**TPD limit**). This **policy** is also subject to a \$\$1,500,000 limit which is the maximum that **we** will pay for all term policies under simplified issuance offered issued by **us**.
- (d) This **policy** will stay in force if **death benefit** is not fully accelerated as a part of **TPD Plus benefit**.
- (e) If the **life insured** is **diagnosed** with **TPD Plus**, **you** must continue to pay **premiums** until **we** have approved the **TPD Plus** claim.

(f) **We**, as per **our** own discretion decide the sequence of payment for this benefit if there is more than one policy issued by **us** covering the same **life insured** for this benefit.

## (g) TPD Plus means: -

		Definitions of TPD Plus
From	Up to	TPD Plus means any of the following situations:
Age 0	the immediate policy anniversary after life insured's 85th birthday	If the life insured has suffered:  (a) total and irrecoverable loss of sight of both eyes; (b) total and irrecoverable loss of use of 2 limbs; or (c) total and irrecoverable loss of sight of 1 eye and total and irrecoverable loss of use of 1 limb.  Loss of use means total, continuous and permanent functional disablement of a limb, which has lasted for at least 6 months.
Age 0	the immediate policy anniversary after life insured's 18th birthday	The <b>life insured</b> required for a minimum period of 6 consecutive months, due to an <b>accident</b> , illness or disease, constant care and attention and continuous confinement to a home, hospital or similar institution. Such requirement for constant care and attention and continuous confinement to a home, hospital or similar institution is expected to be permanent.
the immediate policy anniversary after life insured's 18th birthday	the immediate policy anniversary after life insured's 65th birthday	<ul> <li>(a) The life Insured had been, for a minimum period of 6 consecutive months, continuously unable to engage in any occupation, business, work or profession whatsoever (whether his or her usual or otherwise) for income, profit, compensation, wages or remuneration. This inability to engage in any occupation, business, work or profession whatsoever (whether his or her usual or otherwise) for income, profit, compensation, wages or remuneration is expected to be continuous and permanent and must result from an accident, illness or disease;</li> <li>OR</li> <li>(b) As a result of accident, illness or disease, the life insured becomes totally and permanently unable to perform at least 3 of the 6 activities of daily living even with the aid of special equipment, and always require physical assistance of another person throughout the entire activity for a continuous period of at least 6 months.</li> </ul>
the immediate policy anniversary after life insured's 65th birthday	the immediate policy anniversary after life insured's 70th birthday	As a result of <b>accident</b> , illness or disease, the <b>life Insured</b> becomes totally and permanently unable to perform at least 3 of the following 6 <b>activities of daily living</b> even with the aid of special equipment, and always require physical assistance of another person throughout the entire activity for a continuous period of at least 6 months.

- (h) We will not cover any disability if it is caused by:
  - (i) any self-inflicted injury or attempt at suicide, while sane or insane;
  - (ii) the **life insured** being under the influence of any narcotic, alcohol, gas or fumes, voluntarily taken, administered, absorbed or inhaled or drugs not prescribed by a **medical examiner**;
  - (iii) war or any act incident to war, or service in the armed forces or in a civil defense force supporting any country at war except for peacetime national service duties;
  - (iv) riot, insurrection, civil commotion, strikes, or terrorist activities, except as a victim;
  - (v) any pre-existing condition; or

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(vi) injuries sustained while travelling in any aerial device or conveyance, except (i) as a farepaying passenger or a crew member including pilot on an aircraft licensed for passenger service and operated by a regular airline on a scheduled route, or (ii) operated by the Republic of Singapore Air Force.

War means any war, declared or not, or any conflict between the armed forces of countries, international organisations or combinations of the above.

Armed forces mean the military, naval and air forces of any country or international organisations.

- (i) Cover for TPD Plus will end:
  - (i) when **we** have paid a claim for **TPD Plus benefit**; (ii) when this **policy** ends; or

  - (iii) when we have paid the TPD limit as shown in clause 22(c) above;

