

## GENERAL PROVISIONS

### GENERAL DEFINITIONS

#### 1. DEFINITIONS & INTERPRETATIONS

- 1.1 The following are meanings of words and expressions used in this contract, unless otherwise stated:

<b>AVIVA, We, Our, Us</b>	Aviva Ltd.
<b>You, Your</b>	The Assured.
<b>Application</b>	The forms You signed to purchase the Policy from AVIVA, including any written statement, representation or document given to Us which contains information We relied on in issuing the Policy.
<b>Assured</b>	The owner of the Policy as stated in the Policy Schedule, his legal representatives or assigns (including trustees where the Policy is subject to a trust), who is entitled to exercise the rights and options under the Policy.
<b>Basic Benefits</b>	The benefits embedded in this Policy as the basic cover provided under the Policy.
<b>Benefit Cessation Date</b>	The date on which cover under a particular benefit of the Policy ends, as stated in the Policy Schedule.
<b>Benefit Commencement Date</b>	The date on which cover under a particular benefit of the Policy starts, as stated in the Policy Schedule.
<b>Death Benefit</b>	The benefits payable by AVIVA upon the death of the Life Assured and as defined in the Basic Benefits provisions.
<b>Endorsement</b>	A written document issued by AVIVA to record and confirm amendments made to the terms of this Policy. Where particulars of the Policy are stated in the Policy Schedule, they may also be stated in the Endorsements issued by AVIVA from time to time.
<b>Entry Age</b>	The Life Assured's age on the birthday immediately following the Policy Effective Date and as stated in the Policy Schedule.
<b>Insurance Cover</b>	The Life Assured's Insurance Cover as provided under this Policy.
<b>Life Assured</b>	The person whose life is insured by this Policy and as named in the Policy Schedule.
<b>Monthly Premiums</b>	The amounts You must pay to AVIVA to keep the Policy in force.
<b>Policy</b>	The statement of terms and conditions set out in this policy document, the Application, the Policy Schedule, any Endorsement issued by AVIVA which forms part of this policy document, and any trust instrument attached to this policy document.

<b>Policy Effective Date</b>	The date on which cover under the Policy starts as stated on the Policy Schedule.
<b>Policy Expiry Date</b>	The date on which cover under the Policy ends, as stated on the Policy Schedule, unless otherwise earlier terminated.
<b>Policy Issue Date</b>	The date on which AVIVA issued this Policy to You as stated in the Policy Schedule.
<b>Policy Renewal Date</b>	The anniversary of the same date in each subsequent calendar year as the Policy Effective Date.
<b>Policy Schedule</b>	The schedule to this Policy which sets out the particulars of the Policy, as amended by AVIVA from time to time.
<b>Registered Medical Practitioner</b>	A doctor with a recognised degree in western medicine who is authorised to practise in his country but should not be the Assured himself, the Life Assured, or any relative, sibling, spouse, child or parent of the Assured or the Life Assured.
<b>Registered Office</b>	The registered office of AVIVA at the relevant time.
<b>Sum Assured</b>	The amount of benefits payable under the Policy when a claim for Basic Benefits is admitted.
<b>Terminal Illness Benefit</b>	As defined in the Basic Benefits provisions.

1.2 The singular includes the plural and the masculine includes the feminine and neuter gender, and in each case vice versa, unless specifically indicated otherwise.

## 2. THE CONTRACT

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### 2.1 Description of the Policy

2.1.1 This Policy comprises the legal contract between You and AVIVA.

2.1.2 The Policy is an individual non-participating term life policy which provides You with:

- (a) Death Benefit; and
- (b) Terminal Illness Benefit;

for a period of one (1) year from the Policy Effective Date, unless this Policy is extended and renewed according to Clause 6.

2.1.3 To enjoy the benefits of the Policy, You must:

- (a) Apply for cover under the Policy, subject to AVIVA's terms, conditions and guidelines prevailing at the time of Your Application; and
- (b) Pay the full amount of the Monthly Premiums on each premium due date, subject to the provisions of Clause 4.2.

2.1.4 The Policy comes into force on the Policy Effective Date, Provided That:

- (a) AVIVA receives the full amount of the first Monthly Premium before the Policy Issue Date; and

- (b) the first Monthly Premium satisfies the amount reflected in the table of **Clause 4.1.3**.
- 2.1.5 The Insurance Cover starts on the Policy Effective Date as stated in the Policy Schedule. Notwithstanding the start of the Policy on the Policy Effective Date, no benefits will be paid in respect of any claim arising before the Policy Issue Date.
- 2.1.6 If any of the terms and conditions of this Policy is not complied with, any claim made under the Policy will be invalid and unenforceable.
- 2.2 Amendments to the Policy
- 2.2.1 We have the right to amend or revoke this Policy or adjust the Basic Benefits at Our discretion if there is incorrect or incomplete information in the Application or in any statement, representation or document given to AVIVA.
- 2.2.2 If there are changes to any of the laws, regulatory policies or other statutory requirements applicable to this Policy and the changes affect any or all of the following:
- (a) AVIVA, the Assured and/or the Life Assured;
  - (b) the terms of the Policy, including the benefits;
- We may amend the Policy or adjust the benefits upon giving You at least thirty (30) days' prior notice.
- 2.2.3 Any amendment to the Policy will only take effect if We issue You:
- (a) a new Policy Schedule, and/or
  - (b) an endorsement signed by Our authorised officers to accept and confirm the amendment.
- 2.2.4 Any Policy Schedule or Endorsement issued under **Clause 2.2.3** will:
- (a) form part of the Policy; and
  - (b) take effect on the date of endorsement stated on it.
- 2.2.5 The new Policy Schedule issued under **Clause 2.2.3** will supersede the Policy Schedule last issued in respect of the Policy (if any), which will be cancelled and invalid as of the date of endorsement mentioned in **Clause 2.2.4(b)**. References to the Policy Schedule in the provisions of the Policy will therefore mean the latest Policy Schedule.
- 2.3 Exclusions
- 2.3.1 This Policy is a standalone policy and no riders may be attached to it.
- 2.3.2 There is no accumulation of cash surrender value, bonuses or maturity value under this Policy.

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3. COOLING-OFF/FREE-LOOK PERIOD

- 3.1 Within fourteen (14) days of receiving the Policy, You may write to AVIVA to cancel the Policy. We will refund the premiums You paid (without interest) after deducting any expenses incurred in issuing the Policy and after we have received the original Policy for cancellation.
- 3.2 If the Policy was sent to You by post, You are considered to have received it seven (7) days after posting.

4. PREMIUMS

4.1 Payment of premiums

- 4.1.1 The Monthly Premiums for the Policy must be paid according to the mode and method of payment specified by AVIVA.
- 4.1.2 All Monthly Premiums must be paid by the same day of the month of the Policy Effective Date in the following and subsequent months.
- 4.1.3 The Monthly Premium payable to AVIVA shall be according to the Life Assured's age next birthday as expressed in the age bands as follows:-

Age Next Birthday	Monthly Premium per S\$100,000 of Sum Assured
18 -40	20
41 - 50	35
51 - 55	65
56 - 60	125

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- 4.1.4 As the Life Assured moves into the next age band, You will pay the increased premium according to that age band. You will be informed of the increase in premium at least thirty (30) days before Your Policy Renewal Date.
  - 4.1.5 The premium rates for each age band are not guaranteed. AVIVA reserves the right to revise the premium rate for each age band on any Policy Renewal Date. AVIVA will inform You of any change by giving at least thirty (30) days' advance notice in writing.
  - 4.1.6 The date of payment for the purposes of the Policy will be the date on which payment is credited to Our bank account. The amount paid will be the amount credited to Our bank account net of bank charges (if any).
- 4.2 Non-payment and Grace Period
- 4.2.1 Except for the first Monthly Premium, a grace period of thirty (30) days ("Grace Period") following the due date of premium payment will be allowed for the second and subsequent premium payments.
  - 4.2.2 The Policy will continue to be in force during the Grace Period. If AVIVA admits a claim which is made under the Policy during the Grace Period, the unpaid premiums will be deducted from the benefits payable.

- 4.2.3 In the event the premium due is not received in full by AVIVA within the Grace Period, AVIVA reserves the right to terminate the Insurance Cover on the last day of the Grace Period. Thereafter, AVIVA will not be responsible to You for any claims under the Insurance Cover. However, AVIVA's liability under the Insurance Cover before such termination will not be affected and AVIVA will be entitled to charge premium for the time the Insurance Cover is provided.
- 4.2.4 AVIVA's acceptance of any premium payment after a Grace Period expires will not constitute a waiver of AVIVA's right to treat the Policy as terminated.
- 4.2.5 Where a claim is admitted by AVIVA, any outstanding Monthly Premiums due till the next Policy Renewal Date will be deducted from the benefits payable.

## 5. ENTRY AGE

- 5.1 The minimum Entry Age for this Policy is 18 years old, whilst the maximum Entry Age is 60 years old.
- 5.2 If the Life Assured's age is understated in the Policy Schedule, We have the right to adjust the benefits and Monthly Premiums according to the correct Entry Age and to demand for any shortfall in the Monthly Premiums previously paid. If the Life Assured's Entry Age has been overstated, there will be no refund of any premiums or charges paid.

## 6. RENEWAL

- 6.1 The Insurance Cover is for a period of one (1) year from the Policy Effective Date. The Insurance Cover will be renewed, without the Life Assured furnishing new evidence of the Life Assured's insurability, for a further term of one (1) year on each Policy Renewal Date, until the Policy Renewal Date immediately after the Life Assured's sixtieth (60th) birthday.
- 6.2 This Policy will be renewed automatically for another term on each Policy Renewal Date.
- 6.3 Upon the Policy renewal, You will continue to pay the Monthly Premiums according to Clause 4, which may be at a higher rate as stated in Clause 4.1.4 and Clause 4.1.5.

## 7. SUICIDE

If the Life Assured commits suicide (while sane or insane) within one (1) year of the Policy Issue Date, or the date of the last reinstatement of the Policy (whichever is later), the Insurance Cover under this Policy will be void from the day before the date of death. AVIVA will refund without interest the total amount of premiums paid from the Policy Issue Date or the date of the last reinstatement of the Policy (whichever is later).

## 8. INCONTESTABILITY

- 8.1 The validity of this Policy will not be contested by AVIVA, except for the non-payment of premium or for fraud, if the Policy has been in force during the lifetime of the Life Assured for more than two (2) years starting from the Policy Issue Date or the date of the last reinstatement of the Policy (whichever is later).
- 8.2 If there is any fraud on Your part, there will not be any refund of any premiums paid.
- 8.3 There will not be any refund which is contrary to any law or regulation.

9. REINSTATEMENT OF POLICY

9.1 If the Policy is terminated under **Clause 4.2.3**, You may within twelve (12) months from the date of termination, submit an application to AVIVA to reinstate the Policy. This application will be subject to AVIVA's approval and the terms, conditions and guidelines prevailing at the relevant time, including the following conditions:

- (a) The reinstated Sum Assured must not exceed the maximum Sum Assured prevailing at the time of Your application for reinstatement, based on the Life Assured's Entry Age as at the Policy Effective Date.
- (b) The Monthly Premiums for the reinstated Policy must satisfy the minimum Monthly Premium requirement prevailing at the time of Your application to reinstate the Policy.
- (c) The Life Assured's age, prevailing at the time of Your application to reinstate the Policy, does not exceed the maximum issue age.
- (d) The Life Assured does not engage in any occupation and/or hazardous pursuits for which AVIVA would charge an additional Monthly Premium (unless You agree to the additional Monthly Premium).
- (e) Satisfactory evidence of insurability is submitted at Your expense and is acceptable to AVIVA.
- (f) You pay all the Monthly Premiums in arrears up to the date of reinstatement, together with interest at a rate determined by AVIVA.

(g) You pay the prevailing processing fee.

9.2 Notwithstanding **Clause 9.1**, AVIVA reserves the right to reject any application for reinstatement.

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10. TERMINATION

10.1 The Policy terminates on the earliest of the following events:

- (a) a valid claim is made under **Clause 11**;
- (b) the death of the Life Assured;
- (c) the revocation of the Policy under **Clause 2.2.1**;
- (d) the lapsing of the Policy under **Clause 4.2.3**;
- (e) on the Policy Renewal Date immediately after the Life Assured's sixtieth (60th) birthday; or
- (f) when the Policy is voided and cancelled under **Clause 7** or **Clause 8**.

10.2 AVIVA will not be liable for any claim made under the Policy on or after the effective date of termination. The termination of the Policy will not affect any claims arising before the termination.

10.3 All Basic Benefits attached to the Policy will automatically be cancelled if the Policy is terminated.

10.4 Upon early termination or expiry of the Insurance Cover, there will be no refund of premiums for the paid but unexpired portion of the period of insurance.

## 11. NOTICE AND PROOF OF CLAIM

11.1 Written notice and proof of claim must be given to AVIVA as soon as reasonably possible within thirty (30) days

- (a) after the death of the Life Assured; or
- (b) upon the conclusive diagnosis of Terminal Illness of the Life Assured.

However, failure to furnish notice within the stated time will not invalidate any claim if it is shown that notice was given as soon as it was reasonably possible.

11.2 Proof of claim consists of the following which must be submitted at Our Registered Office:

- (a) this Policy;
- (b) the completed claim form;
- (c) proof of the Life Assured's date of birth;
- (d) the medical report and/or diagnosis issued by a Registered Medical Practitioner, supported by clinical, radiological, histological and laboratory evidence at the claimant's expense, which must be acceptable to AVIVA;
- (e) the original death certificate (when making a claim for Death Benefit);
- (f) evidence that the claimant is entitled to payment of proceeds under the Policy; and
- (g) any other document necessary to support the claim.

### 11.3 Medical Examination

11.3.1 AVIVA reserves the right to require the Life Assured to be examined at Your expense, as and when reasonable, pending the admission of any claim or the payment for any claim made under the Policy. AVIVA may appoint any Registered Medical Practitioner to examine the Life Assured.

11.3.2 The Registered Medical Practitioner appointed by AVIVA shall be allowed to examine the Life Assured in respect of any alleged disability or illness, in any manner and at such times as the Registered Medical Practitioner considers appropriate.

11.3.3 If the Life Assured resides outside Singapore, AVIVA has the right to require the Life Assured to come to Singapore at Your own expense to be examined by a Registered Medical Practitioner in Singapore.

### 11.4 Settlement of Claim

AVIVA will pay the benefits once it is satisfied that all requirements to establish entitlement to the benefits have been complied with and the total amount payable has been ascertained.

12. PAYMENTS

12.1 Any payment to be received under the Policy must be claimed from AVIVA's Registered Office. Once a payment is made, AVIVA will no longer be liable in any way in respect of that payment.

12.2 All payments to AVIVA will be made either by way of

- (a) GIRO; or
- (b) Credit Card.

12.3 All payments to or by AVIVA will be made in the currency specified in the Policy Schedule.

13. ACCURACY OF INFORMATION

For avoidance of doubt, before AVIVA is liable for any claim under this Policy, it must be shown that:-

- (a) all information given is true and accurate; and
- (b) You have complied with all Your obligations required of You according to the provisions of this Policy.

14. CLERICAL ERROR

Any clerical error by AVIVA will not invalidate any terms of this Policy otherwise validly in force, nor validate any terms which are otherwise invalid.

15. APPLICATIONS AND NOTICES TO AVIVA

15.1 Any application or notice to AVIVA will be considered received by AVIVA only if the original copy of the application or notice was sent to Our Registered Office, but We may at Our discretion act on any application or notice received by facsimile, email or other electronic means.

15.2 All applications and notices to AVIVA must satisfy the following conditions:

- (a) be in writing and on AVIVA's prescribed form (if any);
- (b) contain all the required and relevant information;
- (c) contain information which is correct and complete;
- (d) be supported by documentary proof which is acceptable to AVIVA;
- (e) be signed by You.

15.3 AVIVA must be satisfied that the application or notice and the supporting documents are authentic. We reserve the right to require additional information or documents to be submitted to Us before We act on the application or notice.

16. DESPATCH OF DOCUMENTS, NOTICES AND CHEQUES

16.1 Any notice, cheque or other document to be given in writing to You will be posted to Your address held in AVIVA's records at the relevant time. You will be considered to have received the notice, cheque or document within seven (7) days after posting.

16.2 We will not be responsible for any consequences arising out of Your failure to notify Us of any change of address.

17. ASSIGNMENT

17.1 Any assignment of the Policy will be binding upon AVIVA only if:

(a) AVIVA has received notice of the assignment together with a copy of the duly executed assignment; and

(b) AVIVA has acknowledged receipt of the notice of assignment.

17.2 In acknowledging the notice of assignment, AVIVA does not accept any responsibility for the validity, legality or enforceability of the assignment.

17.3 Where the rights and interests under the Policy are assigned, the assignee will take over all the rights and interests of the Assured.

18. TRUST

18.1 If the Policy is to be held on trust, it must be assigned to the trustee and the trustee must notify Us of the trust.

18.2 The terms of the trust will be governed by and construed according to the laws of the country specified in the trust deed or the laws of the country in which the trust is constituted. If the trust instrument is unclear on the applicable law, it will be assumed that the applicable law of the trust is the law of the Life Assured's domicile at the time the trust is created.

19. BACKDATING

Unless otherwise provided, all benefits under the Policy, including that arising from any Endorsement and all Basic Benefits attached to the Policy will only commence on the Policy Issue Date or the Benefit Commencement Date, or the date of the last renewal or reinstatement of the Policy or the benefits, whichever is latest.

20. ACTION AGAINST AVIVA

No legal action relating to any claim made under the Policy shall be taken against AVIVA unless more than sixty (60) days have elapsed since the filing of the proof of claim.

21. NON-WAIVER

21.1 No act, omission, default or conduct on the part of AVIVA in failing to exercise Our strict legal rights shall amount to a waiver of Our rights under the Policy or at law. AVIVA shall not be prevented from relying on any such rights in any event.

21.2 For the avoidance of doubt, the acceptance of any premiums by AVIVA with actual or implied knowledge of any non-disclosure, misrepresentation, fraud and/or breach of the provisions of the Policy or of the law shall not amount to a waiver of Our rights under the Policy or at law. AVIVA shall not be prevented from relying on such rights in any event.

22. POLICY LOAN

There is no option of applying for loans on the security of the Policy.

23. TRAVEL, RESIDENCE AND OCCUPATION

The Policy is free from all restrictions regarding foreign travel, residence and occupation, unless otherwise stated.

24. LAW

The terms and conditions of this Policy shall be governed by and interpreted according to the laws of Singapore. The Singapore courts shall have non-exclusive jurisdiction.

25. RIGHTS OF THIRD PARTIES

Any person who is not a party to the Policy will have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) (and any subsequent amendments or replacements of this Act) to enforce any provisions of the Policy.

Specimen

## BASIC BENEFIT

### 1. THE CONTRACT

- 1.1 These Death Benefit and Terminal Illness Benefit provisions form part of the Policy to which it is attached and are valid only if the Policy is in force.
- 1.2 The terms and conditions of the General Provisions (including the Definitions and Interpretation) apply to these Death Benefit and Terminal Illness Benefit provisions unless they are contrary to these provisions.
- 1.3 The Benefit Commencement Date of the Basic Benefits will coincide with the Policy Effective Date. These Basic Benefits will be provided under this Policy for a period of one (1) year and may be extended with the renewal of the Policy. The Basic Benefits will cease on the last day of the Policy ("Benefit Cessation Date").

### 2. DEFINITION

"Terminal Illness" means the conclusive diagnosis of an illness that is expected to result in the death of the Life Assured within twelve (12) months. The Terminal Illness must be diagnosed by a specialist Registered Medical Practitioner and the diagnosis must be confirmed by AVIVA's appointed Registered Medical Practitioner. Terminal illness in the presence of HIV infection is excluded.

### 3. TERMINAL ILLNESS BENEFIT:

- 3.1 The Terminal Illness Benefit is a Basic Benefit available under the Policy.
- 3.2 In the event that the Life Assured is diagnosed as suffering from a Terminal Illness while the Policy is in force on or before the Benefit Cessation Date of this Terminal Illness Benefit, and if AVIVA admits the claim for this Terminal Illness Benefit upon receiving satisfactory proof of claim, the Terminal Illness Benefit may be paid out according to **Clause 5**.
- 3.3 All other benefits and options automatically terminate on the date AVIVA admits the Terminal Illness Benefit claim.

### 4. DEATH BENEFIT

- 4.1 The Death Benefit is a Basic Benefit available under the Policy.
- 4.2 In the event that the Life Assured dies while the Policy is in force on or before the Benefit Cessation Date of this Death Benefit, and if AVIVA admits the claim for this Death Benefit upon receiving satisfactory proof of claim, the Death Benefit may be paid out according to **Clause 5**.
- 4.3 All other benefits and options automatically terminate on the date of the Life Assured's death.

5. BENEFIT PAYMENT OPTIONS

- 5.1 Upon furnishing a valid claim, the Assured may elect in writing to AVIVA, one of the following options of receiving the Benefit payout:
- (a) monthly payments of S\$1,000 for a period of ten (10) years from the start of income payment ("Income Option"); or
  - (b) a lump sum payment of S\$100,000.
- 5.2 Prior to a claim being made by the Assured, AVIVA reserves the right to vary the monthly payment amount for the Income Option on the Policy Renewal Date. Any change in the monthly payment amount will be effective on the next Policy Renewal Date. AVIVA will inform You of any changes by giving at least thirty (30) days' advance notice in writing.
- 5.3 Once the Income Option is elected by the Assured, regardless of any change in economic circumstances, no further variation will be accepted by AVIVA. These include:
- (a) the monthly payment amount fixed according to **Clause 5.2**; and/or
  - (b) any subsequent request for the remaining monthly payments to be paid in a lump sum.
- 5.4 In the case of a Terminal Illness Benefit claim where the Assured has elected the Income Option, any remaining monthly payments will continue to be paid out to the Assured in the event that the Life Assured dies before the entire Terminal Illness Benefit is paid out.

6. TERMINATION

The cover under the Terminal Illness Benefit or the Death Benefit terminates on the earliest of the following dates:

- (a) the date the Policy terminates;
- (b) the date a valid claim for the Terminal Illness Benefit is made; or
- (c) the date of death of the Life Assured.

## **Policy Owners' Protection Scheme**

This Policy is protected under the Policy Owners' Protection Scheme, and 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 LIA or SDIC web-sites ([www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).