

MYCARE

GENERAL PROVISIONS

1. DEFINITIONS AND INTERPRETATION

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

AVIVA, We, Our, Us	Aviva Ltd.
You, Your	The Assured.
Age	The Life Assured's age on his next birthday.
Application	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.
Assured	The owner of the Policy as stated in the Policy Schedule or his legal representative(s), who is entitled to exercise the rights and options under the Policy.
Basic ElderShield Policy	The basic ElderShield policy, pursuant to the ElderShield Scheme established and maintained by the Ministry of Health, Singapore, which Your MyCare Policy is based upon and underwritten as stated in the Policy Schedule .
Benefit Cessation Date	The date on which cover under a particular benefit of the Policy ends.
Benefit Commencement Date	The date on which cover under a particular benefit of the Policy starts.
Benefit Payout Duration	The maximum term for which a benefit is payable under this Policy.
Claim Date	The date on which the ElderShield or MyCare Claim Form, as applicable, is certified by an assessor from the panel appointed by AVIVA or certified by a Registered Medical Practitioner.
Child	Any legitimate child, stepchild, child adopted according to any written law governing the adoption of children or child for whom the Life Assured is the legal guardian, and is age twenty-one (21) and below.
Death Benefit	As defined in Clause 9.

Deferment Period	A period of ninety (90) days from the Claim Date (inclusive).
Dependant Benefit	Care As defined in Clause 8.
Endorsement	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.
Entry Age	The Life Assured's age on the birthday immediately following the Policy Commencement Date and as stated in the Policy Schedule.
Grace Period	A period of seventy-five (75) days from each Premium due date, other than the first Premium payable under the Policy.
Life Assured	The person whose life is insured by this Policy and as named in the Policy Schedule. For the avoidance of doubt, the Life Assured is the Assured for the purposes of this Policy.
Lump Sum Benefit	As defined in Clause 6.
Pre-Existing Condition(s)	<p>Any condition or illness of the Life Assured, prior to the Policy Issue Date or the date of the last reinstatement of the Policy (whichever is the latest):</p> <ul style="list-style-type: none"> (a) of which the Life Assured was aware of and/or had knowledge of; (b) for which symptoms existed that would cause a reasonable person in the circumstances to seek diagnosis, care or treatment; or (c) for which medical advice or treatment was recommended or received . <p>Any condition or illness that has been declared in the Application Form and has been accepted by AVIVA will not be deemed a Pre-Existing Condition.</p>
Pre-Existing Disability	A Severe Disability suffered by the Life Assured before the Policy Commencement Date.
Policy	The statement of terms and conditions set out in this policy document, including the Application, the Policy Schedule and any

Endorsement issued by AVIVA which forms part of this policy document.

Policy Anniversary Date	The same date in each subsequent calendar year as the Policy Commencement Date.
Policy Commencement Date	The date on which cover under the Policy starts, as stated in the Policy Schedule.
Policy Issue Date	The date on which AVIVA issued this Policy to You, as stated in the Policy Schedule.
Policy Schedule	The schedule to this Policy which sets out the particulars of the Policy, as amended by AVIVA from time to time.
Premium(s)	The amount(s) You must pay to AVIVA to apply for and to keep the Policy in force.
Registered Medical Practitioner	A doctor with a recognised degree in western medicine who is authorised to practise in the country in which he practises 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, and includes an assessor from the panel appointed by AVIVA.
Registered Office	The registered office of AVIVA at the relevant time.
Rehabilitation Benefit	As defined in Clause 7.
Severe Disability	As defined in Clause 5.
Severe Disability Benefit	As defined in Clause 5.

1.2 “He” refers to he and she and “his” refers to his or her.

1.3 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

2.1 Description of the Policy

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

2.1.2 The Policy provides You with:

- (a) Severe Disability Benefit;

- (b) Lump Sum Benefit;
- (c) Rehabilitation Benefit;
- (d) Dependant Care Benefit; and/or
- (e) Death Benefit,

where the applicable terms and conditions of the respective benefit are met.

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 Premium on each Premium due date, subject to the provisions of Clause 4.2.

2.1.4 The Policy comes into force on the Policy Commencement Date, provided that:

- (a) AVIVA receives the full amount of the first Premium payable under the Policy before the Policy Issue Date; and
- (b) the first Premium satisfies the minimum Premium requirement prevailing at the Policy Issue Date.

The date of payment, for the above purpose, will be the date on which payment is credited to Our bank account.

2.1.5 The cover under the Policy starts on the Policy Commencement Date stated in the Policy Schedule. Notwithstanding the start of the Policy on the Policy Commencement 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 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/the Life Assured; and/or
- (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.

3. COOLING-OFF/FREE-LOOK PERIOD

- 3.1 Within sixty (60) days of the Policy Commencement Date, You may write to AVIVA to cancel the Policy. We will refund the Premiums You paid (without interest) after We have received the original Policy for cancellation. We will not refund any Premiums paid if You cancel the Policy after sixty (60) days from the Policy Commencement Date.
- 3.2 If the Policy was sent to You by post, You are considered to have received it seven (7) days from date of posting.

4. PREMIUMS

4.1 Payment of Premiums

- 4.1.1 The Premiums for the Policy must be paid according to the mode and method of payment specified by AVIVA.
- 4.1.2 The Premium rates referred to in Clause 4.1.1 and stated in the Policy Schedule are level and not guaranteed. AVIVA reserves the right to revise the Premium rate for each Age on any Policy Anniversary date. The rate applicable at the time of revision shall be based on the Entry Age of the Life Assured as stated in the Policy Schedule. Notice of any revision shall be given to You at least thirty (30) days in advance.
- 4.1.3 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 Premium payable under the Policy, subsequent Premiums must be paid within the Grace Period.

- 4.2.2 The Policy will continue to be in force during the Grace Period. If AVIVA admits a claim during the Grace Period, the amount of unpaid Premium(s) will be deducted from the benefits payable.
- 4.2.3 If a Premium or any part of a Premium due under the Policy remains unpaid when the Grace Period expires, the Policy will automatically terminate and will cease to provide coverage. AVIVA will not be liable for any claim made under the Policy after the date of termination.
- 4.2.4 To avoid termination of this Policy under Clause 4.2.3, full payment must be made for all Premiums payable under the Policy.
- 4.2.5 AVIVA's acceptance of any Premiums or any part of a Premium, after the Grace Period expires will not constitute a waiver of AVIVA's right to treat the Policy as terminated.

5. SEVERE DISABILITY BENEFIT

5.1 Definition of Severe Disability

Severe Disability shall mean the inability of the Life Assured to perform at least three (3) of the following Activities of Daily Living, even with the aid of special equipment, and always to require the physical assistance of another person throughout the entire activity.

Activities of Daily Living:

- (a) **Washing**
The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash by other means.
- (b) **Dressing**
The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.
- (c) **Feeding**
The ability to feed oneself food after it has been prepared and made available.
- (d) **Toileting**
The ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.
- (e) **Mobility**
The ability to move indoors from room to room on level surfaces.
- (f) **Transferring**
The ability to move from a bed to an upright chair or wheelchair, and vice versa.

- 5.2 While this Policy is in force and if the Life Assured suffers a Severe Disability, AVIVA shall pay the Severe Disability Benefit as stated in the Policy Schedule. The Severe Disability Benefit is paid as a monthly payment, the first payment of which will be payable immediately after the Deferment Period and subsequent monthly payments will be made until the Benefit Cessation Date.
- 5.3 The monthly Severe Disability Benefit amount will be paid as follows:
- (a) the difference between the monthly amounts of the Severe Disability Benefit under this Policy and the Basic ElderShield Policy will be paid monthly for the period of the payout duration of the Basic ElderShield Policy; and
 - (b) after the expiry of the payout duration of the Basic ElderShield Policy, the monthly amount of the Severe Disability Benefit of this Policy, as stated in the Policy Schedule, will be paid monthly for the remaining Benefit Payout Duration.
- 5.4 The diagnosis of a Severe Disability must be confirmed and certified by a Registered Medical Practitioner.
- 5.5 The monthly Severe Disability Benefit payments shall cease upon the earliest of:
- (a) the Life Assured ceases to suffer from the Severe Disability;
 - (b) the death of the Life Assured; or
 - (c) the expiry of the Benefit Payout Duration.
- 5.6 If within one hundred and eighty (180) days from ceasing to suffer from the Severe Disability, the Life Assured again suffers from a Severe Disability arising from the same cause, the Deferment Period for the new claim shall be waived. If the Life Assured suffers a Severe Disability arising from the same cause after the 180-day period or suffers a Severe Disability arising from a different cause, the Deferment Period shall apply for the new claim.

6. LUMP SUM BENEFIT

While this Policy is in force and if the Life Assured suffers a Severe Disability, AVIVA shall pay the Lump Sum Benefit. The Lump Sum Benefit is paid only once and will be payable immediately after the Deferment Period. It is equivalent to three (3) times the first monthly benefit amount as set out in Clause 5.3(a) of the Severe Disability Benefit. For the avoidance of doubt, no further Lump Sum Benefit shall be payable for any subsequent Severe Disability under this Policy.

7. REHABILITATION BENEFIT

- 7.1 While this Policy is in force and if the Life Assured had suffered a Severe Disability and later recovers but is still unable to perform two (2) of the Activities of Daily Living, as stated in Clause 5.1, even with the aid of special equipment, and always to require the physical assistance of another person throughout the entire activity, AVIVA will pay You the Rehabilitation Benefit.

7.2 The inability to perform two (2) of the Activities of Daily Living must be confirmed and certified by a Registered Medical Practitioner.

7.3 The Rehabilitation Benefit is:

- (a) a monthly payment equivalent to 50% of the Severe Disability Benefit as applicable under Clause 5.3; and
- (b) payable for the same Benefit Payout Duration as the Severe Disability Benefit under this Policy .

7.4 The monthly Rehabilitation Benefit payments shall cease upon the earliest of:

- (a) the Life Assured no longer meets the requirements for the Rehabilitation Benefit;
- (b) the death of the Life Assured; or
- (c) the expiry of the Benefit Payout Duration.

For avoidance of doubt, no Rehabilitation Benefit will be payable if the Severe Disability Benefit is being paid under this Policy.

8. DEPENDANT CARE BENEFIT

If a claim for the Severe Disability Benefit under Clause 5 or the Rehabilitation Benefit under Clause 7 is admitted and the Life Assured has a Child, AVIVA will pay You the Dependant Care Benefit immediately after the Deferment Period. This is a monthly benefit of \$200 with a Benefit Payout Duration of thirty-six (36) months and will be paid whilst either the Severe Disability Benefit or the Rehabilitation Benefit is payable.

8.2 The monthly Dependant Care Benefit payments shall cease upon the earliest of:

- (a) the cessation of the Severe Disability Benefit or the Rehabilitation Benefit, as applicable;
- (b) the death of the Life Assured; or
- (c) the expiry of the Benefit Payout Duration.

8.3 For the avoidance of doubt, the age of any of the children (if more than one) of the Life Assured at the point of claim shall decide whether the Dependant Care Benefit is payable. Proof that the Life Assured is the legal guardian of the Child must be produced before the Dependant Care Benefit is paid. Once the Dependent Care Benefit is payable, AVIVA will continue to pay the Dependent Care Benefit even if the child in question is older than 21 years of age at any point of the Benefit Payout Duration.

9. DEATH BENEFIT

9.1 If the Life Assured dies during the period that AVIVA is paying either the Severe Disability Benefit under Clause 5 or the Rehabilitation Benefit under Clause 7 and AVIVA admits the claim for Death Benefit upon receiving satisfactory proof of claim, AVIVA will pay the Death Benefit.

9.2 The Death Benefit is payable once and is equivalent to three (3) times the last paid monthly benefit amount of the Severe Disability Benefit or the Rehabilitation Benefit, whichever is applicable. Once the Death Benefit is paid, the Policy is terminated.

10. LIFETIME COVER

Cover under this Policy is guaranteed for life and AVIVA undertakes not to terminate the cover under this Policy for any reason unless earlier terminated as provided under this Policy.

11. GUARANTEED RENEWABILITY

This Policy is guaranteed to be renewable annually, unless earlier terminated as provided under this Policy.

12. EXCLUSIONS

12.1 Benefits under the Policy are not payable in the event of any one of the following occurrences in whole or in part:

- (a) Intentionally self-inflicted injury, or attempted suicide whether the Life Assured is sane or insane;
- (b) War, whether declared or undeclared;
- (c) Alcohol abuse ; or
- (d) Drug addiction or abuse.

12.2 No benefit payments shall be made for a Pre-Existing Disability or a disability arising from Pre-Existing Conditions.

13. WAIVER OF PREMIUM

13.1 During the period that AVIVA is paying either the Severe Disability Benefit under Clause 5 or the Rehabilitation Benefit under Clause 7, AVIVA shall waive the payment of Premiums if the applicable monthly benefit payment is still being made under this Policy on the date when the Premium is due. If the Premium has been paid for this period, no refund of the Premium will be made.

13.2 Premium payment will resume when the Life Assured no longer suffers from the Severe Disability or no longer meets the requirements for the Rehabilitation Benefit.

14. GEOGRAPHICAL COVERAGE

This Policy shall provide coverage on a 24-hour, worldwide basis.

15. OVERSEAS RESIDENCE

Should the Life Assured reside outside of Singapore at the time of claim, AVIVA shall make every reasonable effort to assess the Severe Disability and to make the claim

payments. Under these circumstances, AVIVA shall have the right to commute the benefit payments to a single payment reflecting the present value of future benefit payments. If We are unable to assess the claim after reasonable attempts have been made, We have the right to withhold the claim payments until further evidence can be obtained.

16. REINSTATEMENT OF POLICY

16.1 If the Policy is terminated under Clause 4.2.3, You may within one hundred and eighty (180) days 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 Severe Disability Benefit must not exceed the maximum Severe Disability Benefit prevailing at the time of Your application for reinstatement, based on the Life Assured's Entry Age as at the Policy Commencement Date;
- (b) the Premiums for the reinstated Policy must satisfy the minimum Premium requirement prevailing at the time of Your application to reinstate the Policy;
- (c) the Life Assured's Age does not exceed the maximum issue age prevailing at the time of Your application to reinstate the Policy;
- (d) satisfactory evidence of insurability is submitted at Your expense and is acceptable to AVIVA;
- (e) You pay all the Premiums in arrears together with interest at a rate determined by AVIVA; and
- (f) You pay the prevailing processing fee.

16.2 Notwithstanding Clause 16.1, AVIVA reserves the right to reject any application for reinstatement or impose any terms and conditions and/or variation in reinstating the Policy.

17. PAID-UP

After a minimum number of premium payments have been made, this Policy shall not terminate due to non-payment of premiums. Instead, this Policy shall become paid-up with a reduced monthly Severe Disability Benefit. The other benefits under this Policy, where applicable, shall be reduced accordingly, based on the reduced monthly Severe Disability Benefit.

18. ENTRY AGE

If the Life Assured's Entry Age has been understated in the Policy Schedule, We have the right to adjust the benefits according to the correct Entry Age. If the Entry Age has been overstated, there shall be no refund of excess Premiums (if any).

19. INCONTESTABILITY

- 19.1 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 one (1) year starting from the Policy Issue Date or the date of the last reinstatement of the Policy (whichever is later). If there is any fraud on Your part, there will be no refund of any Premiums paid.
- 19.2 There will not be any refund which is contrary to any law or regulation.

20. BASIC ELDERSHIELD POLICY

- 20.1 If the Basic ElderShield Policy is lapsed due to non-payment of premiums or is terminated by You, AVIVA shall also lapse this Policy. If the Premium has already been paid for this Policy before Your request to terminate the Basic ElderShield Policy, AVIVA shall only lapse this Policy at the next Premium due date and cover under this Policy will continue till then.
- 20.2 Notwithstanding Clause 20.1, if a claim has been made under this Policy and payments of the Severe Disability Benefit or the Rehabilitation Benefit are still being made at the time the Basic ElderShield Policy is lapsed due to non-payment of premiums or is terminated by You, AVIVA will not lapse this Policy and the claim will continue to be payable.
- 20.3 This Policy will continue to remain in force in the event that the Basic ElderShield Policy is terminated due to full payment of benefits under that policy.

21. TERMINATION

- 21.1 The Policy shall terminate on the earliest of the following events:
- (a) the death of the Life Assured;
 - (b) the revocation, surrender or cancellation of the Policy;
 - (c) the lapsing of the Policy under Clause 4.2.3;
 - (d) the lapsing of the Policy under Clause 20.1; or
 - (e) Benefit Cessation Date of the Severe Disability Benefit or the Rehabilitation Benefit, as applicable.
- 21.2 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.

22. NOTICE AND PROOF OF CLAIM

- 22.1 Written notice and proof of claim must be given to AVIVA as soon as reasonably possible after the claim event and/or the death of the Life Assured.

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

- (a) this Policy;
- (b) the completed claim form;
- (c) NRIC of the Life Assured;
- (d) Birth certificate of the Child (if applicable);
- (e) 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;
- (f) the original death certificate (when making a claim for Death Benefit);
- (g) evidence that the claimant is entitled to payment of proceeds under the Policy; and
- (h) any other document necessary to support the claim.

22.3 Medical Examination

22.3.1 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.

22.3.2 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.

22.3.3 Subject to Clause 15.1, AVIVA has the right to require the Life Assured to come to Singapore at Your expense to be examined by a Registered Medical Practitioner if the Life Assured resides outside Singapore.

22.4 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.

23. PAYMENTS

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

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

24. RIGHT OF RECOVERY

If You receive any benefit payment which You are not entitled to or cease to be entitled to, You shall repay such benefit payment to AVIVA upon demand.

25. APPLICATIONS AND NOTICES TO AVIVA

25.1 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.

25.2 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; and
- (e) be signed by You.

25.3 AVIVA must be satisfied that the application and/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 and/or notice.

26. DESPATCH OF DOCUMENTS, NOTICES AND CHEQUES

26.1 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.

26.2 AVIVA will not be responsible for any consequences arising out of Your failure to notify AVIVA of any change of address.

27. ASSIGNMENT

The Policy may not be assigned.

28. BACKDATING

Should the Policy be backdated, all benefits under the Policy will only commence on the issue date or the Benefit Commencement Date as stated in the Policy Schedule.

29. ACTION AGAINST THE COMPANY

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.

30. NON-WAIVER

30.1 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.

30.2 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.

31. POLICY LOAN

There is no option of applying for loans under this Policy.

32. NON PARTICIPATING

This Policy shall not participate in the profits of AVIVA nor have any surrender value.

33. TRAVEL, RESIDENCE AND OCCUPATION

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

34. LAW

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

35. 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.