

GREAT EASTERN LIFE
GREAT CareShield
POLICY VERSION 10/21

Table of Benefits

GREAT CareShield ¹					
Plan Type	Supreme				
Initial Benefit	One lump sum of 3 times the Monthly Benefit payable upon inability to perform at least 1 ADL ²				
Monthly Benefit ³	50% of Monthly Benefit payable upon inability to perform only 1 ADL 100% of Monthly Benefit payable upon inability to perform at least 2 ADLs				
Caregiver Benefit	60% of Monthly Benefit payable upon inability to perform at least 2 ADLs , for up to 12 months ²				
Dependant Care Benefit	30% of Monthly Benefit payable upon inability to perform at least 2 ADLs , for up to 48 months ⁴				
Waiver of Premium	Premiums are waived upon inability to perform at least 1 ADL ²				
Policy Term	Lifetime				
Premium Type	Level premium based on age last birthday at entry				
Premium Payment Term	<table border="1"> <tr> <td>Entry 30 to 47 (Age Last Birthday)</td><td>Up to and including the Policy Anniversary when the Life Assured is 67 or 95 (Age Last Birthday)</td></tr> <tr> <td>Entry 48 to 64 (Age Last Birthday)</td><td>Up to and including the Policy Anniversary when the Life Assured is 95 (Age Last Birthday) or 20 Years</td></tr> </table>	Entry 30 to 47 (Age Last Birthday)	Up to and including the Policy Anniversary when the Life Assured is 67 or 95 (Age Last Birthday)	Entry 48 to 64 (Age Last Birthday)	Up to and including the Policy Anniversary when the Life Assured is 95 (Age Last Birthday) or 20 Years
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Entry 48 to 64 (Age Last Birthday)	Up to and including the Policy Anniversary when the Life Assured is 95 (Age Last Birthday) or 20 Years				

¹ Benefit payout from GREAT CareShield is additional to the Basic CareShield Life Policy. GREAT CareShield can be purchased by CareShield Life (CSHL) or ElderShield (ESH) policyholders. If purchased by ESH policyholders before the transfer of ESH to Government administration, GREAT CareShield will be considered as an ESH Supplement regulated under the CPF (Withdrawals for ElderShield Scheme) Regulations. If purchased by ESH policyholders after the transfer of ESH to Government administration or by CSHL policyholders, GREAT CareShield will be considered as a CSHL Supplement regulated under the CareShield Life and Long-Term Care Act.

² Subject to Deferment Period.

³ "Monthly Benefit" refers to the amount stated under "benefit amount" in Schedule A, and all payouts under this row of benefit are subject to the Deferment Period.

⁴ Applicable if the Life Assured has a Child who is below 22 years old (Age Last Birthday) as at the Claim Date; subject to Deferment Period.

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1. Definitions and interpretations

- 1.1 **"Accident"** refers to an event that occurs during the Period of Coverage which results in a sudden, unforeseen and involuntary injury, and that event occurs independently of an illness, disease or any other causes.

"Appointed Panel" refers to the panel of assessors appointed and approved by the Singapore Ministry of Health under the CareShield Life and Long-Term Care Act from which the Life Assured can choose an assessor to certify whether the Life Assured's disability fulfills the definition of Disability.

"Assessor's Statement" refers to a certification by an assessor from the Appointed Panel that the Life Assured is suffering from the Disability.

"Basic CareShield Life Policy" refers to the CareShield Life policy that the Life Assured is insured under and administered by the Government.

"Basic ElderShield Policy" refers to the ElderShield policy that the Life Assured is insured under with the Company, other insurance companies or the Government.

"Benefit Payment Period" refers to the period during which any benefit under this Policy is paid and/or the premiums are waived.

"Claim Date" refers to the date of assessment in an Assessor's Statement.

"Child" refers to either the biological or legally-adopted (in accordance with the laws of Singapore) child of the Life Assured who is below 22 years old (age last birthday). For the avoidance of doubt, the Child need not have been born as at the Commencement Date.

"Commencement Date" refers to the date stated under "Commencement Date" in Schedule A, which denotes the date on which this Policy commences.

"Date of Reinstatement" refers to the date when the Application for Reinstatement (as described in clause 7.1) is approved by the Company or when the full reinstatement premium(s) is received by the Company, whichever is later.

"Deferment Period" refers to the 90 day period starting from and inclusive of the Claim Date.

"Disability" refers to the inability of Life Assured, as certified in an Assessor's Statement, to perform any of the following Activities of Daily Living ("ADL"s). This means requiring significant assistance from another person throughout the entire activity:

- (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) **Walking or Moving Around**
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.

"Effective Date of Cancellation" refers to the date of cancellation as advised by the Policyholder in his/her notice of cancellation or date of receipt of the notice of cancellation by the Company, whichever is later.

"Government" refers to the Government of the Republic of Singapore.

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"MediSave Account" refers to a Central Provident Fund (CPF) MediSave account.

"Ministry of Health" refers to the Ministry of Health of the Republic of Singapore.

"Monthly Benefit" refers to the amount stated under "benefit amount" in Schedule A.

"Medical Practitioner" refers to a surgeon or physician qualified by degree in western medicine, who is legally licensed, authorised and duly qualified to practise medicine and surgery in the geographical area of his practice, other than the Policyholder, the Life Assured or a family member of either.

"Period of Coverage" refers to the period of coverage as stated in Schedule A (dates inclusive) or such other period as revised in accordance with the terms herein.

"Pre-existing Condition" refers to:

- (a) Any illness, disease, disability, defect or impairments ("Condition") from which the Life Assured was suffering prior to the Cut-Off Date; or
- (b) Any Condition of which signs or symptoms had existed in the 12 months immediately preceding the Cut-Off Date, for which:
 - (i) the Life Assured has sought or received medical advice or treatment, prescription of drugs, counselling, investigation or diagnostic tests, surgery, hospitalization; or
 - (ii) an ordinarily prudent person would have sought medical advice or treatment, prescription of drugs, counselling, investigation or diagnostic tests, surgery, hospitalization,

unless such Condition was declared to the Company and no exclusion of the same was imposed by the Company, regardless of whether any claim had previously been made in respect of such Condition.

In this definition, "Cut-Off Date" refers to (1) the Commencement Date, (2) date of reinstatement of the Policy or, (3) date of change of benefits under this Policy, whichever is applicable.

"Plan Type" refers to the plan type for the Life Assured, as set out in Schedule A.

"Policy Anniversary" refers to any anniversary of the Commencement Date.

"Renewal Date" refers to the date immediately following the last day of any Period of Coverage.

"Waiting Period" refers to a period of 90 days starting from and including the Commencement Date.

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2. Benefits

While the Policy is in force and subject to the clauses in this Policy, the Company will provide the following benefits:

2.1 For “Supreme” Plan Type

2.1.1 The Life Assured suffers from a Disability to perform only 1 ADL

- (a) In the event the Life Assured suffers from a Disability to perform only 1 ADL, the Company will pay 50% of the Monthly Benefit on the day after the Deferment Period and thereafter, pay such 50% of the Monthly Benefit every month, for as long as the Life Assured continues to suffer from the Disability to perform only 1 ADL.
- (b) In the event that, following a recovery, the Life Assured suffers from a Disability to perform only 1 ADL due to the same or related cause(s) as the last Disability, the Deferment Period will be waived if the date of assessment of the recurred Disability occurs within 180 days from the date of assessment certifying recovery from the last Disability.

2.1.2 The Life Assured suffers from a Disability to perform at least 1 ADL

- (a) In the event the Life Assured suffers from a Disability to perform at least 1 ADL, the Company will pay 3 times of the Monthly Benefit in one lump sum after the Deferment Period (“Initial Benefit”). The Initial Benefit will not be payable for any subsequent Disabilities, if such Disabilities arise from or is related to the cause of Disability(ies) for which there was a previous claim for Initial Benefit under this Policy.
- (b) The Company will waive all premiums due under this Policy starting from the next due date of any premiums payable after the Deferment Period for as long as the Life Assured continues to suffer from the Disability to perform at least 1 ADL.

2.1.3 The Life Assured suffers from a Disability to perform at least 2 ADLs

- (a) In the event the Life Assured suffers from a Disability to perform at least 2 ADLs, the Company will pay 100% of the Monthly Benefit on the day after the Deferment Period and thereafter, pay 100% of the Monthly Benefit every month, for as long as the Life Assured continues to suffer from the Disability to perform at least 2 ADLs.
- (b) In the event the Life Assured suffers from a Disability to perform at least 2 ADLs, the Company will pay 60% of the Monthly Benefit on the day after the Deferment Period and thereafter, pay such 60% of the Monthly Benefit every month, for as long as the Life Assured continues to suffer from the Disability to perform at least 2 ADLs, for up to a maximum of 12 months (whether consecutive or not) per Policy Term (“Caregiver Benefit”). The Caregiver Benefit is in addition to the benefit paid under Clause 2.1.3(a) of this Policy.
- (c) In the event the Life Assured suffers from a Disability to perform at least 2 ADLs and has a Child as at the Claim Date, the Company will pay 30% of the Monthly Benefit on the day after the Deferment Period and thereafter, pay such 30% of the Monthly Benefit every month, for as long as the Life Assured continues to suffer from the Disability to perform at least 2 ADLs, for up to a maximum of 48 months (whether consecutive or not) per Policy Term (“Dependant Care Benefit”). The Dependant Care Benefit is in addition to the benefit paid under Clause 2.1.3(a) of this Policy and the Caregiver Benefit (if applicable).
- (d) In the event that, following a recovery, the Life Assured suffers from a Disability to perform at least 2 ADLs due to the same or related cause(s) as the last Disability, the Deferment Period and the condition of having a Child as at the Claim Date (where applicable) will be waived if the date of assessment of the recurred Disability occurs within 180 days from the date of assessment certifying recovery from the last Disability.

2.2 The Company will not refund any premiums already paid for any Benefit Payment Period.

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- 2.3 The payment of the benefits under clauses 2.1.1(a), 2.1.3(a), 2.1.3(b) and 2.1.3(c) will cease immediately on:
- (a) the date of the Life Assured's recovery from a Disability to perform the applicable number of ADLs;
 - (b) the date of death of the Life Assured; or
 - (c) where applicable, reaching the respective maximum number of months for which the Caregiver Benefit and/or Dependant Care Benefit may be payable under the terms of this Policy;
- whichever is the earliest.
- 2.4 The Company will not pay any benefits for a Disability arising within the Waiting Period, other than a Disability caused by an Accident, where the Accident occurs after the Commencement Date.

3. Exclusions

The Company will not pay any benefits for any Disability resulting from:

- (a) The Life Assured's deliberate acts that endanger his/her life, such as self-injury, suicide or attempted suicide, while sane or insane;
- (b) Alcoholism or drug addiction;
- (c) War (whether declared or not), invasion, rebellion, revolution, civil war or any warlike operations; and
- (d) Pre-existing Conditions.

4. Termination

- 4.1 This Policy will terminate on the earliest of the following events:
- (a) on the date of the Life Assured's death;
 - (b) for Life Assured who holds the Basic ElderShield Policy, when his Basic ElderShield Policy terminates, unless his Basic ElderShield Policy is terminated due to full payment of benefits and/or a claim under this Policy is still being paid;
 - (c) for Life Assured who holds the Basic CareShield Life Policy, when his Basic CareShield Life Policy terminates and he is not subsequently covered by a Basic ElderShield Policy, unless his Basic CareShield Life Policy was terminated because he is no longer a citizen nor permanent resident of Singapore and/or a claim under this Policy is still being paid; or
 - (d) on the expiry of the Period of Coverage, subject to clause 6, unless it has been renewed in accordance with clause 5.
- 4.2 The Policyholder may cancel this Policy by submitting a notice of cancellation to the Company upon which this Policy will be treated as ended on the Effective Date of Cancellation. There will be no refund of premiums paid if the Effective Date of Cancellation falls after the Free-Look Period described in clause 10.8.
- 4.3 If the Life Assured is diagnosed with the Disability during the Waiting Period, other than a Disability caused by an Accident (where the Accident occurs after the Commencement Date), this Policy will terminate and the Company will refund all premiums paid to the Policyholder.

5. Renewal

5.1 When no renewal is allowed

- 5.1.1 The Company will not renew this Policy if this Policy has been terminated in accordance with clauses 4.1(a), 4.1(b), 4.1(c), 4.2 and 4.3;
- 5.1.2 For the avoidance of doubt, the Company shall not be required to give the Policyholder notice of termination where termination is in accordance with clauses 4.1(a), 4.1(b), 4.1(c), 4.2 and 4.3.

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5.2 Renewal upon payment of premium

- 5.2.1 Subject to clause 5.1, this Policy will be renewed for a further Period of Coverage from a Renewal Date of this Policy upon payment of the required premium for renewal on or before the Renewal Date.
- 5.2.2 The Company will renew this Policy for the same Plan Type subject to the same conditions which applied prior to that Renewal Date (including as set out in all endorsements and variations to this Policy which has been authorized by the Company) and any premium loading imposed will also apply to this Policy unless varied in accordance with the terms of this Policy by the Company, for a further Period of Coverage.
- 5.2.3 The premium will be payable for the duration as stated under “premium term” in Schedule A.

5.3 Grace period

- 5.3.1 The Policyholder has a period of 75 days from the Renewal Date (such period to be inclusive of the Renewal Date) (“Grace Period”), to pay the premium or balance of premium failing which, this Policy shall be treated as having ended on the Renewal Date and may only be reinstated with the consent of the Company.
- 5.3.2 If the Life Assured suffers from the Disability during the Grace Period before the renewal premium is paid, this Policy will be taken as valid and effective as though the renewal premium has been paid provided that the claim is submitted before the end of the Grace Period. However, the Company will not pay the claim until and unless all outstanding premiums due (including the premium due during the Grace Period) are paid.
- 5.3.3 Subject to clause 6, this Policy will lapse and be null and void if there are still unpaid premiums at the end of the Grace Period.

5.4 Payment of premium using MediSave Account

- 5.4.1 Where the premium is to be paid from a MediSave Account, the Company shall request a deduction of the premium from that MediSave Account up to the prevailing maximum limit as stipulated by the Ministry of Health.
- 5.4.2 The excess of the premium over the maximum MediSave Account withdrawal limit as stipulated by the Ministry of Health and any shortfall in the deduction of premium resulting from the MediSave account being inadequate, must be paid by the Policyholder before the end of the Grace Period described in clause 5.3.

5.5 Guaranteed Renewable

Subject to clause 4, if the renewal premium is paid in accordance with clause 5, the Company will guarantee the renewal of this Policy for the same Plan Type subject to the same conditions which applied prior to that Renewal Date (including as set out in all endorsements or variations to this Policy which had been authorised by the Company), unless expressly varied in accordance with the terms of this Policy by the Company, for a further Period of Coverage.

5.6 Change in GST rate

In the event that the Government changes the GST rates, the renewal premium to be paid will be adjusted based on the new GST rate.

6. Reduced paid up values (PUP) / Non-forfeiture

If the Life Assured has reached the age of 61 years last birthday on a Policy Anniversary and the Policy has been in force for a period of at least 10 years, this Policy shall not lapse for non-payment of a renewal premium in accordance with the terms of this Policy, but will be converted into a paid-up policy with a reduced Monthly Benefit and without the need for the Policyholder to pay any more premiums.

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7. Reinstatement

7.1 Application for reinstatement

7.1.1 Subject to clause 6, if this Policy terminates on the Renewal Date in accordance with clause 4.1(d) and is not renewed in accordance with clause 5, the Policyholder may apply for this Policy to be reinstated ("Application for Reinstatement") subject to the Company's receipt of evidence of the Life Assured's insurability acceptable to the Company within 180 days following the expiry of the Grace Period. The Company has the absolute discretion to refuse such an application.

7.1.2 If the Company accepts the Policyholder's Application for Reinstatement, this Policy will be reinstated if the Policyholder pays the full reinstatement premium in accordance with one of the following applicable modes:

- (a) If the full reinstatement premium is paid entirely in cash, the reinstatement premium must be paid to the Company within 180 days following the expiry of the Grace Period. The Policy will be reinstated upon the Company's approval of the Application for Reinstatement or when the reinstatement premium is received by the Company, whichever is the later date;
- (b) If the reinstatement premium is paid entirely from the Policyholder's MediSave Account, the full reinstatement premium must be successfully deducted from the Policyholder's MediSave Account. The Policy will be reinstated upon the deduction of premium from the Policyholder's MediSave Account; or
- (c) If the reinstatement premium is paid partly in cash and partly from the Policyholder's MediSave Account ("the CPF Portion"):
 - (i) the CPF Portion of the reinstatement premium must be successfully deducted from the Policyholder's MediSave Account; and
 - (ii) the cash portion of the reinstatement premium must be paid by the date of the successful deduction of the CPF Portion.

The Period of Coverage upon reinstatement will begin on the Renewal Date as if this Policy had not been terminated in accordance with clause 4.1(d) and had been renewed in accordance with clause 5.

7.1.3 Upon reinstatement of this Policy, the same conditions which applied prior to that Renewal Date (including as set out in all endorsements and variations to this Policy which had been authorized by the Company) and any premium loading imposed will also apply to this Policy unless otherwise agreed in writing or expressly varied in accordance with the terms of this Policy by the Company.

7.1.4 Insurance granted on reinstatement excludes any Disability suffered by the Life Assured:

- (a) during the period between the Renewal Date and the Date of Reinstatement; and/or
- (b) on or after the Date of Reinstatement, where the Disability arises from or is related to an Accident or condition that had occurred during the period between the Renewal Date and the Date of Reinstatement.

7.2 Reinstatement Premium Rate

The reinstatement premium for the Policy will:

- (a) be calculated at the rate of premium and the Monthly Benefit selected on the Commencement Date; and
 - (b) include any extra premium loading imposed on this Policy,
- unless otherwise agreed in writing by the Company.

7.3 When no reinstatement is allowed

For the avoidance of doubt, the Company will not allow any reinstatement of insurance if the insurance had terminated in accordance with clauses 4.1(a), 4.1(b), 4.1(c), 4.2 and 4.3.

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8. Claims

8.1 Certification by Assessor on Appointed Panel

- 8.1.1 In order to make a claim under this Policy, the Policyholder must notify the Company in writing on forms required by the Company and provide an Assessor's Statement.
- 8.1.2 The Company shall be responsible for the costs of further medical examinations or second opinion, if indicated in the Assessor's Statement as necessary.

8.2 Medical Examination

- 8.2.1 If required by the Company, the Life Assured, for whom a claim has been submitted, must undergo medical examinations (at the Company's expense) by a Medical Practitioner appointed by the Company.

8.3 Right of Periodic Examination

- 8.3.1 While the Company is providing any benefit under this Policy, the Company shall have the right to appoint a Medical Practitioner to examine the Life Assured periodically and the Life Assured must afford the Company a reasonable opportunity to do so and in a timely fashion.
- 8.3.2 The costs of such medical examinations ordered by the Company under clause 8.3.1 shall be borne by the Company.

8.4 Review on Disputes on "Disability"

- 8.4.1 Notwithstanding clause 10.11, in the event where a claim is denied by the Company on the grounds that the Life Assured is not suffering from the Disability, and where the Policyholder disputes the Company's decision, the Policyholder and the Company shall submit their dispute to a Review Panel set up by the Ministry of Health, which may appoint a Geriatrician or other qualified medical practitioner to assess the Life Assured. Costs incurred with this assessment shall be borne by the Company if the Review Panel decides that the Life Assured is suffering from the Disability, and shall be borne by the Policyholder if the Review Panel decides that the Life Assured is not suffering from the Disability. Costs associated with maintaining the Review Panel and conducting arbitration proceedings shall be borne by the Government. The decision of the Review Panel shall be final and binding on both the Company and the Policyholder.

9. Policy shall be void

9.1 Misrepresentation or non-disclosure of material facts

- 9.1.1 If any written statements made by the Policyholder or the Life Assured on the proposal form, Application for Reinstatement of this Policy or in the change of benefits form (as applicable) is untrue in any respect or if any material fact affecting the risk is incorrectly stated or represented in or is omitted from these documents ("Misrepresentation or Non-disclosure"), the Company may, at its absolute discretion
- (a) declare this Policy void; or
 - (b) impose such conditions or vary the terms of this Policy as it would have had the Misrepresentation or Non-disclosure not been made.
- 9.1.2 If the Company opts to declare this Policy void under Clause 9.1.1(a) above, this Policy is treated as void:
- (a) on the Commencement Date if the Misrepresentation or Non-disclosure was made to the Company on a proposal form; or
 - (b) on the applicable Renewal Date as described in Clause 7.1.2, if the Misrepresentation or Non-disclosure was made to the Company on an Application for Reinstatement.

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9.2 Refund of premium

Except in the case of fraud, all premiums paid for all insurance which became effective on or after the date on which the insurance becomes void will be refunded to the Policyholder.

9.3 Fraudulent Claim

The Company may terminate this Policy by immediate notice if the Policyholder makes any claim which is fraudulent or exaggerated or if the Policyholder makes any false declaration or statements in support of any claim. In such cases, there will be no refund of premiums.

10. Other Conditions

10.1 Forms of Notices

10.1.1 Any request, notice, instruction or correspondence required under this Policy whether to the Company or the Policyholder has to be in writing and delivered personally or sent by courier, or by post, or facsimile transmission or electronic mail addressed to the addressee or by any other means as may be approved or adopted or accepted by the Company. For the Policyholder, the email address and mailing address are that stated in the proposal or any other address that the Policyholder has informed the Company in writing.

10.1.2 The Company's notice, request, instruction or communication is deemed to be received:

- (a) in the case of a letter, on the 7th day after posting if posted locally, and on the 14th day after posting, if posted overseas;
- (b) in the case of personal delivery or delivery by courier, on the day of delivery;
- (c) in the case of a facsimile transmission or electronic mail, on the business day immediately following the day of despatch; or
- (d) in the case of other means as approved, adopted or accepted by the Company, as and when the Company decides when it is reasonable to be received.

10.2 Geographical Coverage

This Policy shall provide coverage on a worldwide basis.

10.3 Overseas Residence

Should a Life Assured reside overseas at the time of claim, the Company shall make every reasonable effort to assess the Disability and make claim payments. If the Company is unable to assess the claim after reasonable attempts have been made, the Company has the right to withhold the claim payments until further evidence can be obtained.

10.4 Varying of this contract of insurance

The Company reserves the right to amend the terms and conditions and/or premium rates of this Policy in any of the following circumstances:

- (a) Immediately upon written notice to the Policyholder, where the Company is required to do so by any relevant regulatory authority, or under applicable law, regulation or guidelines;
- (b) Immediately upon written notice to the Policyholder, where the amendment is required for the purposes of aligning the coverage under this Policy with that under the Basic CareShield Life and/or Basic ElderShield Policy; and
- (c) In all other circumstances, where the Company has given the Policyholder notice of the amendment of at least 30 days.

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10.5 Errors of Age

If the Life Assured's age is understated, the Company will pay based on the Monthly Benefit that the premium paid would have bought according to the rate at the actual age, and not the Monthly Benefit stated in the Schedule. If the Life Assured's age is overstated, the Company will refund any excess of premium paid.

10.6 Alteration of Policy

No alteration to the clauses of this Policy or any endorsement on this Policy is valid unless the alteration or endorsement is signed by an authorized personnel of the Company.

10.7 Absolute Owner

10.7.1 The Company is entitled to treat the Policyholder as the absolute owner of this Policy.

10.7.2 The Company will not recognize any equitable or other claim to or interest in the Policy.

10.7.3 The receipt by the:

- (a) Policyholder; or
- (b) Policyholder's legal personal representative(s)

of any payment made by the Company under this Policy will be in full and final discharge of any liability of the Company under this Policy.

10.8 Free-look

10.8.1 Subject to clause 10.8.2, this Policy may be cancelled by written request to the Company within 60 days after the date on which the Policyholder receives the Policy which first informs him/her of the Commencement Date in which case premiums paid will be refunded in full.

10.8.2 If the premium is paid:

- (a) entirely from the MediSave Account, the Company will procure the refund of the premium into that MediSave Account;
- (b) partly in cash ("Cash Portion") and partly from the MediSave Account ("CPF Portion"), the Company will, after taking into account the proportion that the Cash Portion relates to the CPF Portion:
 - (i) refund the appropriate amount of the Cash Portion to the Policyholder; and
 - (ii) procure the refund of the appropriate amount of the CPF Portion into the MediSave Account; or
- (c) entirely in cash, the Company will refund the premium to the Policyholder.

10.9 Exclusion of the Contracts (Rights of Third Parties) Act 2001

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

10.10 Non-Assignment of Policy

This Policy, is not assignable by the Policyholder and the Company will not be bound by any assignment or mortgage of, or charge on this Policy.

10.11 Governing Law and Jurisdiction

- (a) This Policy will be construed according to and governed by the laws of the Republic of Singapore.
- (b) Subject to clause 8.4, the parties to this Policy submit themselves to the exclusive jurisdiction of the courts of the Republic of Singapore for the resolution of all conflicts or disputes arising out of or in connection with this Policy.