

GREAT EASTERN LIFE

GREAT TERM SPECIAL

SECTION A: MAIN BENEFITS

1. DEFINITIONS AND INTERPRETATIONS

1.1 "**Basic Sum Assured**" refers to the basic sum assured as set out in the Schedule to the Policy as such amount may be revised from time to time pursuant to the terms of the Policy.

"**Date of Commencement**" refers to the date of commencement as set out in the Schedule to the Policy.

"**Date of Expiry**" refers to the date of expiry as set out in the Schedule to the Policy.

"**Death Benefit**" refers to the benefit as set out in clause 2.1.

"**Life Assured**" refers to the Life Assured stated in the Schedule to this Policy.

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

"**N**" refers to the number of complete Policy Years up to the next Policy Anniversary following the event date.

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

"**Policy Year**" refers to a period which starts on the Date of Commencement or any Policy Anniversary, and ends on the day immediately before the following Policy Anniversary.

"**Pre-existing Condition**" refers to any condition for which prior to the date of issue or the date of any reinstatement of the Policy (if applicable):

- (a) symptoms of the condition existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment; or
- (b) medical advice or treatment was recommended by or received from a Medical Practitioner.

"**Premium**" refers to the premium amount the Policyholder pays at each premium due date; this amount shall include premium loading (if any) but exclude premium discount (if any).

"**Premium Frequency**" refers to the number of times the Premium needs to be paid during the policy year.

"**Terminal Illness**" refers to the conclusive diagnosis of an illness that is expected to result in the death of the Life Assured within twelve (12) months. This diagnosis must be supported by a specialist and confirmed by the Company's appointed doctor. Terminal illness in the presence of HIV infection is excluded.

"**Terminal Illness Benefit**" refers to the benefit as set out in clause 3.1.

1.2 A reference to one gender shall include reference to the other genders. Words in the singular shall include the plural and vice versa.

1.3 The headings in this Policy are inserted for convenience only and shall not affect the construction and interpretation of this Policy.

1.4 References to clauses are to the corresponding numbered provisions set out in Section A of the Policy and references to paragraphs are to the corresponding numbered/titled provisions set out in Section B of the Policy.

2. DEATH BENEFIT

- 2.1 If the Life Assured dies while the Policy is in force, the Company will pay the higher of the following amounts in one lump sum and the Policy will terminate:
- (a) the Basic Sum Assured; and
 - (b) $(\text{Premium} \times \text{Premium Frequency}) \times N$.
- 2.2 In the event of a revision in Basic Sum Assured or changes to the Premium Frequency (where applicable), the amount payable will be calculated pursuant to Clause 2.1(b) using the prevailing Premium and/or Premium Frequency.
- 2.3 All future instalments of premiums needed to complete the full year's premium up to the Policy Anniversary following the date on which the Life Assured dies will be deducted from the benefit payable before the balance amount is paid.

3. TERMINAL ILLNESS BENEFIT

- 3.1 If the Life Assured is diagnosed with Terminal Illness while the Policy is in force, the Company will pay the Death Benefit in one lump sum and the Policy will terminate.
- 3.2 Exclusion for Terminal Illness Benefit
- Payment of the Terminal Illness Benefit will not be made for Terminal Illness in the presence of HIV infection or Pre-existing Condition.

4. CONDITIONS

- 4.1 The Policyholder or the claimant must notify the Company of any claim in writing and produce satisfactory proof of the death of the Life Assured or Terminal Illness (as the case may be) on forms required by the Company within six (6) months from the death of the Life Assured or the date of diagnosis of the Terminal Illness (as the case may be).
- 4.2 The Terminal Illness must be diagnosed by a registered Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the Company.
- 4.3 If required by the Company, the Life Assured must undergo medical examination by the Medical Practitioner appointed by the Company in connection with the alleged Terminal Illness. If the Life Assured refuses to undergo the medical examination by the Medical Practitioner, the Company reserves the right not to pay the Terminal Illness Benefit.
- 4.4 All medical reports and any other evidence required by the Company for any claim must be furnished at the Policyholder or claimant's expense.
- 4.5 If there is a claim under the Policy, the Company will not refund any part of the premiums which have been paid.
- 4.6 The Company will not be liable if there is a failure to comply with any of the above conditions.

5. ALTERATION OF BASIC SUM ASSURED

- 5.1 No increase of Basic Sum Assured is permitted after the Date of Commencement of this policy.
- 5.2 The Policyholder may apply in writing to the Company to reduce the Basic Sum Assured anytime after the Date of Commencement of this Policy, subject to the minimum sum assured limit.
- 5.3 The Company has the absolute discretion to reject or approve such an application, and will notify the Policyholder in writing as to whether the application is rejected or approved. Where the application is approved:
- (a) the basic life premium shown in the Schedule to this Policy shall be revised to correspond with the revised Basic Sum Assured ("Revised Premium"); and
 - (b) the Company will issue an endorsement to this Policy to reflect the new Basic Sum Assured, the Revised Premium and the effective date of the change.

6. TERMINATION

The Policy will terminate on the earliest of the following dates:

- (a) when the Policy lapses;
- (b) on the Date of Expiry;
- (c) when a claim under clause 2 or 3 is admitted;
- (d) when the Basic Sum Assured is fully paid; or
- (e) when the Company receives the Policyholder's written request for termination of this Policy.

SECTION B: GENERAL PROVISIONS

1. VARYING OF THIS CONTRACT OF INSURANCE

- 1.1 The Policy may only be varied if the Company consents in writing. The Policyholder's and the Life Assured's statements made when applying for the Policy will be taken to be representations and not warranties, unless there is fraud. Any subsequent endorsement made by the Company will take effect from the date of the endorsement.
- 1.2 The Company may from time to time determine the manner in which the Policy is varied by way of an endorsement to the Policy document.

2. RESIDENCE, OCCUPATION AND TRAVEL

The Policy is free from restrictions as regards to residence, occupation and travel.

3. FREE LOOK

- 3.1 The Policy may be cancelled by written request to the Company within fourteen (14) days after the Policyholder receives the Policy document in which case premiums paid less any costs incurred by the Company in assessing the risks for the Policy, including but not limited to, any medical fees incurred, will be refunded.
- 3.2 If the Policy document is sent by post it is deemed to have been delivered and received in the ordinary course of the post seven (7) days after the date of posting.

4. INDISPUTABILITY

The Company will not dispute the validity of the Policy during the lifetime of the Life Assured after two (2) years from the date of issue, or date of reinstatement of the Policy, whichever is later, unless there is fraud, non-payment of premiums or claims which would have been denied if arising from exclusions. For the avoidance of doubt, this paragraph only applies to life and critical illness policies and riders.

5. PREMIUMS

- 5.1 The Policyholder has to pay all premiums on or before the due dates without any need for the Company to inform him that a premium is due.
- 5.2 The Policy will continue to be in force as long as the premiums are paid annually in advance. The Company will allow the premiums to be paid by half-yearly, quarterly or monthly instalments.
- 5.3 If there is a claim made on the Policy, the Company will deduct any future instalments needed to complete the full year's premium, from the claim proceeds.
- 5.4 In the event that the Company receives the Policyholder's written request for termination of this Policy, no refund of premiums shall be made by the Company to the Policyholder, except for a termination made under paragraph three (3) of Section B.

6. CONFIRMATION OF AGE

- 6.1 The Policyholder must prove the date of birth of the Life Assured to the Company before the Company is required to pay any benefit under the Policy.
- 6.2 If the Life Assured's age is understated, the Company will pay the benefits under this Policy that the premium paid would have bought according to the rate at the actual age. If the Life Assured's age is overstated, the Company will refund any excess of premium paid.

7. DAYS OF GRACE

- 7.1 The Policyholder has thirty (30) days ("the grace period") from the due date of the premium to pay the renewal premium.
- 7.2 If the Life Assured dies during the grace period before the premium is paid, the Policy will be as valid and effective as though the premium had been paid. However, the Company will deduct all unpaid premium instalments needed to complete one full year's premium, from the claim proceeds.
- 7.3 The Policy will lapse and be null and void if there are still unpaid premiums at the end of the grace period and the Company will forfeit any premiums paid.

8. SUICIDE

If the Life Assured dies by suicide, while sane or insane, within one (1) year from the date of issue of the Policy or from the date of any reinstatement, whichever is later, the Policy will be rendered void and the Company will refund all premiums paid to the Policyholder or to the legal personal representative of the estate of the Policyholder if the Policyholder and the Life Assured are the same person regardless of any assignment of the Policy.

9. REINSTATEMENT

If the Policy lapses under the Days of Grace paragraph, the Policyholder may reinstate it within six (6) months from the date of lapsing, at the option of the Company, subject to the following conditions:

- (a) the Policyholder gives evidence of insurability satisfactory to the Company and if any medical reports or tests are required by the Company, the Policyholder will have to pay for these medical reports and tests;
- (b) the Policyholder has to inform the Company of any change in the health of the Life Assured or any circumstances that may affect the health of the Life Assured up to the date of reinstatement of this Policy; and
- (c) the Policyholder pays all unpaid premiums and any interest charged by the Company which have accumulated up to the date of reinstatement.

10. NOTICE OF ASSIGNMENT

A written notice of assignment or charge on the Policy only binds the Company, if it is delivered to the Company at its head office or its branch offices. The Company is not responsible for the validity of any assignment or charge by just acknowledging the notice.

11. NOTICES AND CORRESPONDENCE

- 11.1 Any request, notice, instruction or correspondence required under the Policy whether to the Company or the Policyholder has to be in writing and will be 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 approved or adopted or accepted by the Company. For the Policyholder, the mailing address is that stated in the proposal or any other address that the Policyholder has informed the Company in writing.
- 11.2 The Company's notice, request, instruction or correspondence is presumed 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, on the day that the Company decides is reasonable to receive the notice, request, instruction or correspondence.

12. GOVERNING LAW

The Policy will be governed by the laws of Singapore and the Courts of Singapore have exclusive jurisdiction for any disputes arising out of the Policy.

13. EXCLUSION OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT CAP. 53B

A person who is not a party to the Policy shall have no right under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce any of its terms.

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