

## General Provisions for DIRECT - HSBC Life - Term Lite (Renewable)

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### 1. THIS POLICY

This Policy is a legal agreement between You and Us. We agree to pay the Benefits set out in the Certificate of Insurance for the Premium paid by You.

We have relied on the information You and/or the Life Assured provided in the Application in deciding the terms of this Policy and whether to insure the Life Assured. It is important that all facts relevant to this Application are declared to Us in the Application. You have to disclose all facts until the time this Policy is issued.

This Policy may not be valid if any information given by You and/or the Life Assured is incomplete or inaccurate, or if You do not comply with the terms and conditions of this Policy.

### 2. GENERAL DEFINITIONS

The following are definitions of words and expressions used in this Policy and the Riders, unless otherwise stated. The singular includes the plural and the masculine includes the feminine and neuter gender, and in each case vice versa, unless specifically indicated otherwise.

#### **We, Us, Our, Company, HSBC Life**

HSBC Life (Singapore) Pte. Ltd. (Company Registration no.: 199903512M).

#### **You, Your, Policyholder**

The person with whom the contract of assurance is made, who is responsible for paying the Premiums and who may exercise all rights under this Policy.

#### **Account Holder**

In respect of this policy, Account Holder means:

- (a) the policyholder; and
- (b) if the policyholder is a corporate or other entity, the persons who exercise control over that entity such as the majority shareholders of a corporate policyholder; and
- (c) each person entitled to access this policy's value (for example, through a loan, withdrawal, surrender or otherwise) or the ability to change a beneficiary under this policy which will usually also be the policyholder but also:
  - i) any person to whom the policyholder assigns any of those rights under this policy; and
  - ii) the policyholder's personal representatives, executors or administrators on the death or bankruptcy of an individual policyholder or insolvency of corporate policyholder; and
- (d) any person entitled to receive a future payment under this policy such as a beneficiary; and
- (e) if this policy is held in trust, the settlor, the trustees, the protector (if any), the beneficiaries and any other person exercising ultimate effective control over that trust.

#### **Additional Benefits**

The Additional Benefits, if any, attached to this Policy in addition to the Basic Benefit under this Policy, for which You paid additional Premiums.

#### **Application**

The proposal form containing the information provided by or on behalf of You and/or the Life Assured offered to Us for the inception of this Policy. This includes any medical examination forms, supplementary questionnaires and correspondences containing information, which We relied or may rely on before deciding whether to insure the Life Assured.

**Assignment**

This Policyholder's transfer of his rights under this Policy to another person or organisation.

**Basic Benefit**

The Death Benefit, Terminal Illness Benefit or Total and Permanent Disability Benefit provided on the Basic Policy, as the case may be.

**Basic Policy**

The terms and conditions relating to the Basic Benefit (including any Endorsements).

**Benefits**

The amount payable under this Policy and/or other Riders when a Specified Event occurs.

**Certificate of Insurance**

The Certificate forming part of this Policy showing ownership, details of this Policy and the applicable Riders when this Policy was first issued.

**Commencement Date**

The commencement date stated on the Certificate of Insurance.

**Coverage Expiry Date**

The dates on which the respective Benefits under this Policy will cease, as stated on the Certificate of Insurance.

**Date of Issue**

The date, as shown on:

- (a) the Certificate of Insurance, as the date on which this Policy document is first issued or
- (b) in the case of a subsequent Endorsement or inclusion of an Additional Benefit, the date of issue shown on such Endorsement or Additional Benefit.

The Date of Issue of a particular insurance cover is the date on which that insurance cover becomes effective.

**Death Benefit**

The amount of Benefit that will be paid in the event of death of Life Assured or if the Life Assured is diagnosed with Terminal Illness.

**Endorsement**

A written statement attached to this Policy altering the terms and conditions of this Policy.

**Grace Period**

A period of 30 days from the due date for any Premium payment, except for the first Premium.

**Indebtedness**

Amounts due to Us as a result of this Policy and the Riders, including Premium and any charges due.

**Life Assured**

The person whose life is insured by this Policy and as named in the Certificate of Insurance.

**Policy**

This contract together with any attached supplementary terms, Riders and subsequent Endorsements.

**Policy Anniversary**

Each annual anniversary of the Commencement Date.

**Policy Expiry Date**

The date that the entire Policy expires which is this Policy Expiry Date stated in the Certificate of Insurance.

**Policy Year**

The period between two (2) consecutive Policy Anniversaries. The period from the Commencement Date to the day before the first Policy Anniversary is the first Policy Year or Policy Year 1.

**Policyholder**

The policyholder of this Policy, as named in the Certificate of Insurance.

**Policyholder Information or Account Holder Information**

Policyholder Information or Account Holder Information means the information about Policyholders:

- (a) where the Policyholder or Account Holder is an individual, their name, date and place of birth, residential address, mailing address, contact information (including telephone number), NRIC or Passport number, U.S. taxpayer identification number (if applicable), U.S. social security number (if applicable), citizenships, residency, tax residency and details of any other tax regime to which they are subject or in respect of which they have any tax reporting or tax payment obligations; and
- (b) where the Policyholder or Account Holder is a corporate or other entity, its full name, date and place of incorporation or formation, registered address, address of place of business, U.S. taxpayer identification number (if applicable), tax status, tax residency and details of any other tax regime to which it is subject or in respect of which it has any tax reporting or tax payment obligations and such other information as we may reasonably require about each of the Policyholder's shareholders or controlling persons.

**Pre-existing Condition**

A condition existing before the Date of Issue or the last Reinstatement Date of this Policy for which:

- (a) the Life Assured had symptoms that would have caused any prudent person to seek medical treatment, diagnosis or care, or medical advice; or
- (b) treatment was recommended by or received from a Registered Medical Practitioner; or
- (c) the Life Assured had undergone medical tests or investigations,

unless such condition has been communicated to Us before the Date of Issue or the most recent Reinstatement Date.

**Premium**

The amount to be paid to Us to keep this Policy in force until Premium Expiry Date.

**Premium Expiry Date**

The date the Premiums under this Policy will cease, as stated in the Certificate of Insurance.

**Registered Medical Practitioner**

A person with a degree in Western medicine who is authorised by law to provide medical services but excludes:

- (a) the Life Assured; or
- (b) this Policyholder ; and
- (c) a business partner or a relative of the Life Assured or Policyholder.

**Reinstatement Date**

The date when the insurance cover under this Policy resumes after it is terminated due to failure to pay Premium.

**Renewal Date**

The Coverage Expiry Date of:

- (a) the initial term or
  - (b) any renewed term
- of the Basic Policy

**Riders**

Supplementary documents stating Additional Benefits that We have agreed to provide for additional charges.

**Specialist**

Registered Medical Practitioner who is licensed in the geographical area of his practice and who is classified by the appropriate health authorities as a physician with superior and special expertise to treat the type of disability, injury or illness for which a claim is made for treatment provided to the Life Assured

**Specified Event**

The circumstances described in this Policy and the Riders, which will result in the payment of Benefits.

**Sum Assured**

The amount of insurance coverage for this Policy or Rider, if applicable, and as shown in the Certificate of Insurance or subsequent Endorsement(s).

**Terminal Illness**

The conclusive diagnosis of an illness that is expected to result in the death of the Life Assured within 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 is excluded.

**3. DEATH BENEFIT**

Death Benefit is payable if the Life Assured:

- (a) dies; or
- (b) is diagnosed with Terminal Illness.

The amount of Death Benefit payable will be the Sum Assured at the date of the Specified Event, less any Indebtedness.

You can only make one claim under this Death Benefit. Once We pay You for any claim under this Death Benefit, this Policy will automatically terminate.

**4. TOTAL AND PERMANENT DISABILITY BENEFIT**

4.1 Total and Permanent Disability (“**Disability**” or “**TPD**”) means any of the two situations:

- (1) The Life Assured, due to accident or sickness, is disabled to such an extent as to be rendered totally unable to engage in any occupation, business or activity for income, remuneration or profit; and the disability must continue uninterrupted for at least 6 consecutive months from the time when disability started; and The disability must, in the view of a medical examiner appointed by the Company, be deemed permanent with no possibility of improvement in the foreseeable future.

- (2) The Life Assured, due to accident or sickness, suffers total and irrecoverable loss of use of:
- a. the entire sight in both eyes; or
  - b. any two limbs at or above the wrist or ankle ; or
  - c. the entire sight in one eye and any one limb at or above the wrist or ankle.

**“Accident”** means an event caused solely and independently of any other cause and directly by violent, external and visible means.

4.2 TPD Benefit will be payable if, while it is in force, the Life Assured suffers from Disability before age 65, as defined in Clause 4.1

4.3 The amount of Benefit payable will be the Sum Assured of this TPD Benefit and will be paid in accordance to Clause 4.5.

4.4 We will, subject to Our admission of a claim:

- (a) no longer require Premiums to be paid on this TPD Benefit from the next Policy Anniversary for as long as the Life Assured suffers from Disability; and
- (b) pay the TPD Benefit in the manner provided in Clause 4.5.

4.5 Subject to the limits stated in Clause 4.6, The TPD Benefit will be paid in a lump sum, less any outstanding Indebtedness.

4.6 The maximum TPD Benefit payable on the Life Assured is as per limits below, inclusive of all other policies issued by HSBC Life and other insurance companies, in respect of the same Life Assured.

- a) S\$6 million if the Life Assured is a Singapore Citizen, Permanent Resident, or holder of a valid pass; and
- b) S\$4 million if the Life Assured is not a Singapore Citizen, Permanent Resident, or holder of a valid pass

4.7 Upon full payment of Sum Assured of the Basic Policy, the Policy will automatically terminate.

## 5. FREE-LOOK PERIOD

We will give You a period of fourteen (14) days from the date You receive this Policy to review it. If Your Policy is delivered by post or email, it is considered to have been received by You seven (7) days from the date of posting or email. If You decide to cancel this Policy, You must write to Us and return the Policy documents within the period of 14 days allowed. We will refund the Premium paid less any medical fees and other expenses such as payments for medical check-ups and medical reports incurred in processing Your Application.

## 6. INCONTESTABILITY

In the absence of fraud, negligent misrepresentation or non-payment of Premiums, We will not contest the validity of this Policy if it has been in force for at least two (2) years from the Date of Issue or most recent Reinstatement Date whichever is later during the life time of the Life Assured.

## **7. PREMIUM**

Premiums are payable as specified in the Certificate of Insurance or subsequent Endorsement (s). The premium rates for this Policy are level and guaranteed within each Policy term.

Where the Death Benefit is reduced as a result of an earlier claim from a TPD Benefit or DIRECT – HSBC Life - Termcare as defined in DIRECT - HSBC Life - Termcare Supplementary Provisions (if applicable) that is incorporated into this Policy, the Premium and Sum Assured on the Basic Policy will be reduced accordingly and the adjusted Premiums continue to be payable up to this Policy Expiry Date unless otherwise specified.

Where this Policy is automatically renewed, if applicable, the renewal Premiums will be calculated based on the age of the Life Assured nearest to the Renewal Date using prevailing premium rates, determined at Our sole discretion, at that time.

## **8. NON PAYMENT OF PREMIUM**

Your Premium is due on the Premium due date. You must pay the Premium within the Grace Period. During this period, this Policy will continue to be in force, but if any sum becomes payable by Us during the Grace Period, the amount of any unpaid Premium will be deducted accordingly. If You fail to make the payment by the end of the Grace Period, this Policy will automatically terminate.

## **9. PREMIUM PAYMENT AND REFUND OF PREMIUM**

Premiums may be paid annually, semi-annually, quarterly or monthly starting from the Commencement Date. Monthly Premium payments are only applicable for payments made by inter-bank GIRO.

Premiums paid other than annually will be considered instalment payments of the current Policy Year's Premium. In the event of a claim, We will deduct the remaining instalments payments for the current Policy Year's Premium from the Benefits to be paid to You.

If You wish to change the mode and method of payments for Premiums, You must send Us a written request for the change two (2) weeks before the due date for the next Premium payment.

No refund of Premium shall be made for any unexpired period of cover or upon termination of this Policy.

## **10. ADDITIONAL CHARGES**

Additional charges for service or products provided may, with Your consent, be levied.

## **11. GUARANTEED RENEWABILITY**

This Policy, unless stated otherwise, will be renewed automatically from the Renewal Date for the same Policy term, without further evidence of insurability of the Life Assured on the following conditions:

- (a) this Policy is in force immediately before it is renewed on the Renewal Date; and
- (b) the Life Assured is at the applicable the last renewal age (or younger), which is age 80
- (c) after renewal, the Sum Assured under the renewed Policy is the same Sum Assured as under this Policy before the Renewal Date; and
- (d) no claim on this Policy has been admitted.

The same terms of acceptance as at the inception of this Policy will continue to be applicable for each successive renewed term.

If You do not want to renew this Policy, You must give Us written notice of your intention within 30 days prior to the next Renewal Date.

## **12. MISSTATEMENT OF AGE OR SEX**

Subject to Our rights in the case of fraud, if the Life Assured's age or sex has been misstated, the Benefits payable under this Policy will be determined on the basis of the correct age and sex and the Premiums paid. If at the correct age, the Life Assured was not insurable according to Our requirements, this Policy will be void from the Commencement Date, and We will refund the total Premium paid (without interest) from the Commencement Date.

## **13. CHANGES TO THIS POLICY**

All requests for a change in this Policy must be in writing and are subject to Our consideration and approval.

We may vary the provisions of this Policy if, during the term of this Policy where there is any change in:

- (a) laws affecting Us or this Policy; or
- (b) circumstances which in Our opinion make it impossible or impractical to carry out any provisions in this Policy.

All amendments and waivers of rights or requirements will be by way of an Endorsement signed by Our authorised officer.

You may request for the following changes to be made to this Policy:

- (a) the mode and method for payment of Premium; or
- (b) the inclusion or deletion of Rider(s)

These changes will apply only by way of an Endorsement.

Further, You may apply to include any Rider(s) with effect from the next Premium due date or next Policy Anniversary, during this Policy term while this Policy is in force subject to:

- (a) the availability of the Rider(s), where applicable; and
- (b) the terms and conditions of Our approval; and
- (c) Our receipt of the additional Premium.

Unless stated otherwise, any requested change that We agree to accept, will be effective from the Commencement Date or the next date when Premium is due or from the next Policy Anniversary, or, if available, from the Renewal Date of this Policy, as applicable, following Our approval for the change.

## **14. REINSTATEMENT**

You may apply to reinstate this Policy if it has been terminated due to non-payment of Premium. You must:

- (a) apply within two (2) years from the date of termination of this Policy;
- (b) pay all the outstanding Premiums with interest compounded at the rate to be determined by Us up to the Reinstatement Date;
- (c) give Us satisfactory evidence that the Life Assured is 70 years old or younger; and
- (d) give Us at Your expense, satisfactory evidence of the health of the Life Assured.

If We accept Your application for reinstatement, this Policy will be reinstated from the date on which We receive payment of the full amount of the unpaid Premium with interest. We have the right to refuse any application for reinstatement at Our discretion.

Reinstatement will be at Our discretion and may be on different terms from those applicable before termination.

## **15. INDEBTEDNESS**

We shall deduct all amounts You owe Us before We pay You any Policy Benefits or make any Premium refunds.

## **16. SUICIDE**

We will terminate this Policy and will not pay any Benefits if the Life Assured, whether sane or insane, dies by suicide within one (1) year from the Date of Issue of this Policy or the most recent date of Reinstatement, or the effective date of any increase in Sum Assured, whichever is later.

If such an event occurs, We will refund the total Premium paid (without interest) from the Commencement Date, or if this Policy has been reinstated, the total Premium paid (without interest) from the date of Reinstatement subject always to the deduction of any relevant charges under this Policy.

## **17. EXCLUSIONS**

### **17.1 Exclusions to TPD Benefit**

We will not pay if the Life Assured suffers Total and Permanent Disability, whether directly or indirectly:

- (a) arises from a Pre-existing Condition which was not communicated to Us in writing before the Date of Issue of this Policy or the last date of Reinstatement, whichever is the later; or
- (b) existed for less than six (6) consecutive months; or
- (c) arises out of any attempted suicide or self inflicted injuries while sane or insane; or
- (d) due to any airborne activity other than travelling as a passenger or crew member on board a licensed international airline on a regular scheduled commercial route; or
- (e) due to service in the military, naval, air force or police during times of war whether declared or undeclared, or
- (f) arises from an activity or medical condition specifically excluded by Us and endorsed in this Policy.

## **18. CLAIM PROCEDURES**

### **18.1 How to make a claim**

We must receive the following documents:

- (a) immediately or as soon as possible, written notification of diagnosis of Terminal Illness; or death of the Life Assured; and
- (b) within 90 days from the date of death or diagnosis:
  - (i) the completed claim form;
  - (ii) this Policy;
  - (iii) the birth certificate, identity card and other identification document of the Life Assured; and
  - (iv) medical report, including clinical, radiological, histological and laboratory evidence from Your attending Specialist or, a fully completed clinical abstract authorisation to enable Us to obtain reports, and
  - (v) the death certificate, in the case of the death of the Life Assured.



We may ask for more documents to be provided. All costs of furnishing requested documents to Us are to be borne by this Policyholder. We may refuse to process a claim in the event all relevant documents have not been duly submitted to Us.

We may appoint a Registered Medical Practitioner or Specialist to re-examine the Life Assured.

#### **18.2 Who do We pay to?**

Upon our admission of a claim, We will pay:

- (a) You, the Policyholder;
- (b) the estate of the Policyholder;
- (c) the trustees if there is a trust;
- (d) the assignees if We have been notified of an assignment; or
- (e) the nominated beneficiaries if We have been notified of a nomination.

We must receive to our satisfaction evidence of entitlement.

#### **19. TERMINATION**

This Policy terminates on the earliest occurrence of:

- (a) this Policy Expiry Date; or
- (b) full payment of the Death Benefit; or
- (c) full payment of the TPD Benefit; or
- (d) the expiry of the Grace Period without payment of Premium due; or
- (e) Our acceptance of Your application to terminate this Policy; or
- (f) any other event which results in termination as set out in this Policy.

#### **20. ASSIGNMENT**

You may use this Policy as a security or collateral. We are not responsible for the validity, legality or effect of any Assignment, even if We record the notice of Assignment. We shall not be deemed to have any knowledge if any Assignment unless You provide Us with a written notice of the Assignment.

#### **21. CURRENCY**

All amounts payable to or by Us will be in the currency as stated in the Certificate of Insurance.

#### **22. NON-PARTICIPATING**

This Policy will not participate in the divisible surplus of Our participating life fund.

#### **23. CASH SURRENDER VALUE**

This Policy does not have any cash surrender value.

#### **24. LOAN**

We will not grant a loan on the security of this Policy.

#### **25. RESIDENCE, TRAVEL AND OCCUPATION**

This Policy does not contain any restrictions on the Life Assured's residence, travel or occupation, unless otherwise specified.

## 26. NOTICES, CHEQUES AND DESPATCH OF DOCUMENTS

We will be considered to have accepted a notice given for the purpose of this Policy only if We receive the original copy of the written notice. Any notice sent by facsimile, email or other electronic means must be confirmed by the original copy. The date on which We receive the original copy of the notice and all necessary documentation will be considered the date of notice. We will only act on the notice after receiving the original copy of the notice.

Every notice to Us must satisfy all the following conditions:

- (a) Given on the Company's prescribed form (if any).
- (b) Contains all the required and relevant information.
- (c) Contains information which is correct and complete.
- (d) Supported by documentary proof which must be acceptable by Us.
- (e) Signed by You.

We must be satisfied that the notice and the supporting documentary proof are authentic. We reserve the right to request for additional information or documents before We act on the notice or consider the request made in the notice. Any document, cheque or written notice to be given to You will be posted to Your address held in the Company's records at the relevant time. We will not be responsible for any consequences arising out of Your failure to notify Us of any change of address.

## 27. SOURCE OF FUNDS; NO MONEY LAUNDERING, NO TAX EVASION

You represent, warrant and certify to Us that (i) all amounts invested in this Policy, contract or product have been or will be properly declared to relevant tax authorities in the jurisdiction of Your tax residence and/or any other jurisdictions as necessary or appropriate in accordance with applicable laws and regulations, and (ii) none of the funds derive, directly or indirectly, from illegal activities or sources and/or tax evasion.

## 28. BREACH OF REPRESENTATIONS; INSURER'S RIGHT TO RESCIND AND IMPOSE SURRENDER CHARGES; RIGHT TO FREEZE REFUND AMOUNT

You acknowledge that in the event of a violation of any the foregoing representations and warranties, You hereby expressly acknowledge and agree that We shall, to the fullest extent permitted by applicable law and regulation, have the right to:

- 1) terminate this Policy, contract or product immediately;
- 2) notwithstanding the actual date of termination pursuant to clause (1), impose the maximum surrender and any other charges imposable on You under this Policy, contract or product as if this Policy, contract or product has been surrendered immediately after issuance;
- 3) notify relevant governmental authorities and furnish all information deemed necessary or appropriate, in Our entire discretion, concerning You and/or this Policy, contract or product; and
- 4) if deemed appropriate after consultation with governmental authorities, either (a) refund to You Premiums and other amounts paid to Us from the commencement of the Policy to the date of such termination, less applicable surrender and other charges in accordance with clause (2) above (the "**Refund Amount**"), or (b) if requested or required to do so by competent governmental authorities, freeze or pay over to relevant governmental authorities all or a portion of the Refund Amount or take such other actions as competent governmental authorities may request or require.

**29. POLICY OF COOPERATING WITH TAX AND OTHER GOVERNMENTAL AUTHORITIES; CONSENT TO DISCLOSE INFORMATION TO TAX AND OTHER GOVERNMENTAL AUTHORITIES**

We have a longstanding policy of cooperating with tax and other governmental authorities to combat money laundering, tax evasion or other illegal activities. In cases where You are not a tax resident of the jurisdiction in which this Policy is issued (a “**Cross Border Transaction**”), We may disclose to Your home country’s tax and/or other governmental authorities Your identity and Your beneficiaries and certain information concerning this Policy or contract and You hereby consent and agree that We may, in Our discretion, make such disclosure.

**30. SANCTIONS**

Under no circumstances shall this Policy be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Singapore. If a potential breach is discovered, where possible we will advise you in writing as soon as We can.

**31. PROVISION OF POLICYHOLDER INFORMATION**

You must:

- a. when You apply to take out this Policy, as a condition of its issue to You, and from time to time during this Policy when We require You to do so, provide Us with the Policyholder Information about Yourself;
- b. provide Us with such supporting documentation for and certification of Policyholder Information as We may require;
- c. where there is any change in Policyholder Information already provided to Us (including any change in the residency, citizenship or tax status of a Policyholder), notify Us immediately of this in writing and provide Us with such information, documentation and certification in that regard as We may require;
- d. where there is a change in Policyholder, if applicable, immediately provide to Us the Policyholder Information for the new Policyholder (and where You propose that change, for example by notifying Us that You want to assign Your rights under this policy or nominate a new beneficiary, You must provide Us with the Policyholder Information on the new Policyholder as a condition to Our agreeing that change); and
- e. complete and sign such documents and take such actions, as We may reasonably require from time to time to enable Us to comply with Our regulatory obligations in respect of this Policy.

**Other Account Holders:**

Where You have an obligation under this policy with respect to Account Holder Information relating to any other Account Holder You must use your best endeavours to procure that the other Account Holder complies with that obligation with regard to their Account Holder Information including providing to us directly that Account Holder Information and supporting documentation and certification and giving us their consent to the disclosure and transfer of that Account Holder Information to the Tax Authorities. You agree we may contact the other Account Holders directly for these purposes.

**32. RIGHTS OF THIRD PARTIES**

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

### **33. GOVERNING LAW**

This Policy shall be governed by and interpreted according to the laws of the Republic of Singapore.

### **34. DISPUTE RESOLUTION**

All disputes arising out of this Policy may be submitted to the Financial Industry Disputes Resolution Centre Ltd (FIDREC) for settlement by mediation and/or adjudication in accordance with the mediation and/or adjudication procedure for the time being in force, if the parties so agree. The parties agree to take part in the mediation and/or adjudication in good faith and undertake to honor the terms of any settlement reached.

If any dispute is not referred to FIDREC or if mediation and adjudication fails in FIDREC, the dispute has to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

The arbitration shall be in English and heard by a single arbitrator to be agreed by the parties within fourteen (14) days from the notice of arbitration failing which the arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Rules (as maybe amended from time to time).

Where any dispute is by this condition to be referred to arbitration, the making of an award shall be binding to You and Us.

### **35. FINANCIAL CRIME**

We, and members of the HSBC Group, are required, and may take any action considered appropriate, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (Financial Crime Risk Management Activity). Such action may include, but is not limited to: (i) screening, intercepting and investigating any instruction or communication by you or a Connected Person, or on your or a Connected Person's behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Customer Information with other related information in the possession of the HSBC Group; and/or (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your or Connected Person's identity and status. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss whether incurred by you or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

### **36. TAX COMPLIANCE**

You acknowledge you are solely responsible for understanding and complying with your tax obligations (including but not limited to, payment of any tax deduction or withholding tax or filing of returns or other required documentation relating to the payment of all relevant taxes) and other payment obligations in accordance with the applicable laws in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of your place of domicile, residence, citizenship or incorporation. We and/or any member of the HSBC Group do not provide tax advice. You are advised to seek independent legal and/or tax advice. We and/or any member of the HSBC Group have no responsibility in respect of your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

With regard to your obligation to pay any tax deduction or withholding tax under any applicable law at any time with respect to your payment of Premium or other amounts made to us, then you are liable (i) to pay us the Premium and/or such other amounts as if no such deduction or withholding have been made; (ii) to pay the full amount of such deduction or withholding to the relevant taxation authority or other authority in accordance with applicable law; and (iii) to provide us with the evidence of such payment. Your payment of Premium and other amounts made to us hereunder shall be made without any deduction or withholding and free of any set off or counterclaim.

### **37. POLICY OWNERS' PROTECTION SCHEME**

This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for Your Policy is automatic and no further action is required from You. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact Us or visit the GIA/LIA or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).