TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES

(Individual Customers)

We have a wide range of products and services that may suit your needs. Each product or service is governed by its own set of terms and conditions.

This document sets out the general terms and conditions of the accounts and services we may agree to provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to Part K (Meaning of Words) for the definitions of some words used in this document.

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RESTRICTED

PART A. INTRODUCTION

1. These Terms

1.1 By applying for or using any Account or Service, you commit yourself to comply with all of the terms and conditions set out herein ("Terms"). You are deemed to have already read, understood and accepted every Term.

1.2 These Terms and amendments made to them from time to time shall apply to: -

(a) any Account and Service you currently have with us;

(b) any Account and Service we may provide you with from time to time; and

(c) each time you make use of the Accounts and Services.

PART B. OPERATING THE ACCOUNT

2. INSTRUCTIONS

Operating Mandate

2.1 All instructions given by you or any Authorised Person are irrevocable and binding on you.

2.2 To operate or use any Account or Service, you must give us: -

(a) all information we need about you and all Authorised Persons; and

(b) the operating mandate which sets out who has the authority to operate the Account or Service: -

(i) if you have appointed more than one Authorised Person; and

(ii) if the Account is a joint Account.

Change of Operating Mandate

2.3 You must give us instructions in writing when you want to change or cancel the operating mandate or when you or any Authorised Person want to change any signature. We are entitled to a reasonable period of time to process the change or cancellation after we have accepted your instructions.

2.4 We may act on the operating mandate that is currently in force: -

(a) while the change of operating mandate is being processed; and

(b) if any cheque or other instrument is dated before but presented after we have processed the change of mandate unless you instruct us to stop payment on it.

Form of Instructions

2.5 Although you or the Authorised Person must give us instructions in writing, we may accept instructions given in any other manner such as by facsimile, telephone or through our Services provided we have received such documents as we may require for instructions to be given in such a manner.

When You Give Us Instructions

2.6 You are responsible for: -

(a) the accuracy and completeness of all instructions;

(b) ensuring that your Account has sufficient funds for us to carry out any instruction;

(c) making sure that you and each Authorised Person: -

(i) only use the same signature for all Accounts;

(ii) follow our instructions in connection with the Accounts and Services and comply with all applicable laws; and

(iii) give us all information and help we may need for us to comply with our obligations under all applicable laws in any matter relating to your Account and use of the Services.

2.7 We can disregard any instruction from, or refuse to provide or allow you or any Authorised Person to use any Account or Service if: -

(a) your identity or the identity of any Authorised Person cannot be verified to our satisfaction;

(b) we are of the opinion that the instruction is inconsistent, incomplete, incorrect, misleading, unclear or conflicting or if we reasonably believe or suspect that the instruction is unauthorised, fraudulent or forged;

(c) the form or content of the instruction does not comply with the requirements, policies or practices we require for instructions from time to time;

(d) the instruction is not given in accordance with the operating mandate or appears to conflict with another instruction from a joint Account holder or Authorised Person;

(e) it is unreasonable and impracticable to do so, or it is against our business practice, policy or procedure or any applicable law or requirement of any authority, or if it results in an Account being overdrawn; or

(f) you or the Authorised Person have not provided us with all documents and information we require.

2.8 Notwithstanding the above, we may: -

(a) act on any instruction we believe in good faith has been given by you or any Authorised Person according to the operating mandate;

(b) act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or the Authorised Person. Otherwise, we may refuse to act on incomplete or unclear instructions;

(c) if we receive conflicting or multiple instructions, determine the order of acting without referring to you or the Authorised Person;

(d) from time to time specify additional conditions for accepting instructions;

(e) at any time change or implement new security procedures or features we may think are necessary; or

(f) require you or any Authorised Person to confirm any instruction in any manner we think is necessary.

Death

2.9 Any cheque or other instrument presented, or any instruction received after we have notice of your death or an Authorised Person's death will not be honoured or acted upon regardless of the date of the cheque, instrument or instruction.

Bankrupt or Incapacitated

2.10 If you become bankrupt or lack capacity, we may freeze or suspend operations on the Account and refuse access to the funds in the Account without being responsible for any Loss thereby incurred by you, your successors or any one else, until we receive to our satisfaction, evidence of the person(s) who have the legal authority to operate the Account.

Joint Accounts

2.11 If you have a joint Account: -

(a) each of you will be bound by these Terms and jointly and severally liable for all Liabilities;

(b) you need to give us the Account operating mandate. If you do not give us the operating mandate, then any one Account holder or its Authorised Person, as the case may be, may operate and use the Account and Services; and

(c) we will rely on all instructions given in accordance with (b) above. All instructions received and acted upon by us are irrevocable and binding on each of you jointly and severally.

2.12 We will be entitled: -

(a) to act on any instruction from any one Account holder or any Authorised Person: -

(i) to effect or stop payment or ignore any instruction given. Withdrawal instructions cannot be varied or cancelled unless we agree to the variation or cancellation which may be on such conditions as we require. We will try to stop a transaction when instructed but we will not be liable for any Loss you incur if we are not able to do so;

(ii) to change any mailing address; and

(b) to credit your joint account with funds payable to any one or more of you.

2.13 If: -

(a) in our opinion, the instruction received contains inconsistent, unclear or conflicting terms; or

(b) we receive instructions to close any Account; or

(c) we become aware of any dispute;

we may refuse to act on such instruction or to provide or allow the use of any Account or Service.

Termination Of Joint Account

2.14 If a joint Account is terminated, we may use the balance in the joint Account to off-set any part of (or all) Liabilities incurred on the joint Account and return any remaining balance by way of cheque in favour of all Account holders;

Death of Joint Account Holder

2.15 If a joint Account holder dies (except in the case of joint Accounts designated as trust or executors' accounts): -

(a) the surviving Account holder obtains on the face of it, title to the Account and may give instructions on the Account; but, if we choose to, we may take such steps we deem appropriate including paying the credit balance in the Account into a court of competent jurisdiction; and

(b) the obligations of the surviving Account holder and our rights (including any lien or right of set-off) are not affected.

2.16 Any payment we make to the surviving Account holder or to a court of competent jurisdiction will discharge our obligations to all the Account holders and their personal representatives and successors.

2.17 **If a Joint Account Holder is Bankrupt or Lacks Capacity**

If any joint Account holder becomes bankrupt or lacks capacity, we may freeze or suspend operations on the joint Account and refuse access to the funds in the Account (without being responsible for any Loss thereby incurred by the Account holders) until we receive in the form we require, evidence of the person(s) who have the legal authority to operate the joint Account. Thereafter, the joint Account can be operated or closed only by the joint signatures of the person(s) who have the legal authority to represent the bankrupt or the person(s) lacking capacity and the other joint Account holders.

2.18 We will determine if any person is bankrupt or lacks capacity and our determination is final.

3. DEPOSITS

Amounts

3.1 If any minimum balance requirement applies to an Account: -

(a) we may, but need not, act on any instruction or transaction or provide or allow the use of any Account or Service if by doing so, the Account balance would fall below the minimum balance required;

(b) and the Account is at or below the minimum balance: -

(i) we do not need to act on any instruction or provide or allow the use of any Account or Service (available for that Account);

(ii) we may charge a fee and debit this fee from the Account;

(iii) we do not need to pay interest on the Account; and

(iv) we may close the Account.

When You Make A Deposit

3.2 A deposit includes any deposit made in cash or by telegraphic transfer or cheque or other instrument which is placed with us by any means including over the counter, at branches or through the use of any Service.

3.3 When you make a deposit: -

(a) the deposit must be placed in the mode or manner we require from time to time;

(b) you agree that all deposits, in particular foreign currency cash deposits, will be subject to verification;

(c) we may give immediate credit for cheques, drafts or other instruments deposited but the amount will not be available for withdrawal until it has actually been received by us.

Cash deposited may not be drawn on until it is available.

3.4 We can refuse to accept a deposit if: -

(a) the currency is not acceptable to us;

(b) the payee's name is not identical to the account name; or

(c) the cheque or other instrument is payable to a third party or appears to belong to someone else.

Notwithstanding the above, we may accept or refuse any deposit and need not give you the reason for our acceptance or refusal.

3.5 If we agree to accept a deposit: -

(a) you must reimburse us with the required amount, and we may debit the Account: -

(i) if the actual amount received by us is less than the amount recorded as credited to the Account;

(ii) if the cheque, draft or other instrument to effect the deposit is dishonoured;

(iii) if the correspondent paying bank, financial institution or any agent or sub-agent claims a refund or repayment of such amount for whatever reason (whether or not disputed); and

(iv) if required by any applicable law;

(b) and the amount recorded as deposited is different from the actual amount received, we may, revise any document relating to the deposit including any deposit slip (whether machine validated or not) and your statements of account.

Receipt Of Deposit And Clearance

3.6 Deposit slips are not valid unless machine validated by us. Any receipt issued (including a machine validated deposit slip) cannot be used as evidence of title or receipt of the amounts stated on it.

3.7 Clearance times for different types of Accounts, cash, cheques or other instruments may vary. If deposits are made after the specified cut-off times, they may not be processed until the following business day.

3.8 We receive all cheques or other instruments solely as agents for collection therefore, we will not be responsible for any non-payment or Loss incurred in connection with the cheque or other instrument.

3.9 We will not assume any responsibility for any delay, non-payment or Losses to you if we cannot collect for any reason including: -

(a) payment restrictions being imposed by any law, regulation and practice of the country from or through which payment is

made or which apply to you;

(b) any strike, default, neglect or insolvency of any correspondent or paying bank or financial institution or any agent or sub-agent; and/or

(c) any cause beyond our control.

Dishonoured Cheque

3.10 If you request for a dishonoured cheque to be returned, you agree that we may (even though we are not obliged to do so) return it by any means we select, at your risk and expense.

Collection Points

3.11 You must not deposit cash or bearer cheques into cheque collection boxes or machines. If a deposit is made this way, it is made at your own risk and we will not be responsible for any Loss incurred as a result.

Pledge of Deposits

3.12 No moneys in any Account may be transferred, assigned, pledged, charged or otherwise encumbered or given as security to any one and you undertake not to do so except to us or with our prior written agreement.

4. WITHDRAWALS

4.1 Different Accounts may have different modes and manner in which a withdrawal may be made.

4.2 We may from time to time, change or terminate any mode or manner of withdrawal for any Account and if it applies to you, we will inform you of such change or termination.

4.3 The amounts in the Account are payable at our branch in Singapore where the Account is maintained, or if we agree, at our other branches in Singapore.

When You Make A Withdrawal

4.4 You are responsible for ensuring that: -

(a) all withdrawals are made according to the mode, manner and on conditions we specify for the Account including using the required Account withdrawal forms;

(b) all withdrawal instructions are accurate and complete;

(c) you give us all documents and information we may need to act on the withdrawals;

(d) there are sufficient amounts in the Account for all the withdrawals and that the Account on which cheques are drawn is not closed or changed;

(e) the payment of a cheque is not stopped;

(f) withdrawal instructions are not varied or cancelled;

(g) you act in a manner that would prevent, and not facilitate or cause, any alteration or forgery or use of counterfeit or mutilated cheques; and

(h) withdrawal instructions are not made by the use of erasable ink or typewriters or other equipment with built-in erasure features, or by the use of cheque writers or franking machines.

4.5 All instructions to withdraw are irrevocable and binding on you. You acknowledge that you will be liable for all withdrawals including withdrawal instructions: -

(a) regardless of whether the Account is in credit or otherwise;

(b) where the signature on the face of it appears to be similar to the signature in the operating mandate;

(c) where the authorisation on the face of it appears to be similar to the authorisation in the operating mandate;

(d) in respect of a passbook Account, made by someone who produces the passbook together with instructions which appear to be signed in accordance with the operating mandate; and

(e) given using an ATM or any Service.

4.6 We may: -

(a) refuse to act on any withdrawal instruction: -

(i) which is not made according to the mode, manner or conditions specified for the Account;

(ii) if we do not receive all documents and information we need to act on the withdrawal including any identification document;

(iii) if the funds in the Account are insufficient;

(b) if we receive multiple withdrawal instructions, determine the order in which to deal with the instructions without referring to: -

(i) the date the instruction was executed;

(ii) the time of our receipt of the instruction; or

(iii) you or any Authorised Person.

4.7 The clearance times for different types of Accounts, or the mode or manner in which withdrawals may be made, may vary. If withdrawals are made after the cut-off times we specify, they may not be processed until the following business day.

Foreign Currency Withdrawals

4.8 All withdrawals must be in Singapore Dollars regardless of whether the Account is denominated in Singapore Dollars or not.

We may agree that a withdrawal may be made in a foreign currency. However, the withdrawal will then be subject to: -

(a) the availability of the foreign currency;

(b) the payment of applicable fees;

(c) the giving of any prior notice; and

(d) any other condition we may impose,

and paid by means of cable payments, telegraphic or electronic transfer, or by issuing drafts of a bank selected by us, or in any other mode or manner we may decide.

4.9 You must ensure that the Account you choose to debit a transaction involving foreign exchange has sufficient funds. If the funds are insufficient, we may close out the foreign exchange position and cancel the transaction. You must then bear the fees and any Loss (including foreign exchange losses and replacement costs) incurred in connection with the transaction and the cancellation.

Telegraphic Transfer

4.10 You may apply for a telegraphic transfer to be made only if: -

(a) we agree to your application;

(b) the minimum amount or maximum amount for telegraphic transfer is met; and

(c) you pay all fees required for the telegraphic transfer including fees for conversion of the currency into the currency of the destination country.

4.11 If we are unable to effect the telegraphic transfer, we will not refund you the fees paid unless the failure was solely and directly caused by something we did or failed to do.

Standing Payment Instruction

4.12 You may apply to set up direct debit or regular/periodic payments if permitted for the Account. We may, by informing you in writing, cancel or stop the direct debit or regular/periodic payment arrangement if the arrangement no longer complies with the terms of the payment authority signed by you or if required by law.

Stopping A Withdrawal

4.13 Withdrawal instructions cannot be varied or cancelled unless we agree to the variation or cancellation which may be on conditions we require. We will try to stop a transaction when instructed but we will not be responsible for any Loss you incur if we cannot do so.

Marking of Cheques

4.14 We may mark cheques as “good for payment” to another bank, in which case, the Account will be immediately debited with the amount of the marked cheque. Payment of a marked cheque cannot be stopped. If we agree to your request, we may present cheques on your behalf to a drawee bank for marking.

Fees

4.15 A fee will be payable on each cheque returned or on any withdrawal or payment instruction including GIRO or standing order instruction rejected due to insufficient funds.

PART C. GENERAL TERMS FOR ACCOUNTS

5.1 We do not have to recognise any person other than you as having any interest in the Account.

Amounts

5.2 Different types of Accounts may have different requirements including different minimum initial deposit amounts, minimum or maximum balances, or minimum maturity period. These requirements may be changed from time to time.

Interest

5.3 Interest may be paid on the credit balance of certain Accounts (such as a saving Account) at a rate we determine.

Costs

5.4 You may have to pay fees for the use of any Account or Service and the fees may differ for different Accounts and Services and may be changed from time to time. Examples of such fees include fall-below minimum balance fees, early account closure fees and processing fees.

Foreign Currency Accounts / Transactions

5.5 Once a foreign exchange rate is contracted, it is binding and the transaction cannot be changed or cancelled. Bank charges and adverse exchange rate movements could reduce interest earnings or the original principal amount for foreign currency Deposits.

PART D. OVERDRAFT, LINKING ACCOUNTS

6 OVERDRAFT

6.1 You must not use any Service for payments, transfers or withdrawals unless there are sufficient available funds in the Account. You are responsible for ensuring that the Account is not overdrawn at any time.

6.2 We can refuse to act on any instruction which would cause the Account to be overdrawn unless we have an agreed overdraft limit with you and the overdrawing is within the limit.

6.3 If we allow (even though we are not obliged to do so) an Account to be overdrawn: -

(a) the amount overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;

(b) it only applies for that transaction and does not mean that we will allow the Account to be overdrawn in future;

(c) you must pay interest on the amount overdrawn at the rate we prescribe and calculated in accordance with our usual practice; and

(d) you must, when we demand, promptly repay all amounts overdrawn including charges and interests.

Auto Limit Facility

6.4 The Auto Limit Facility: -

(a) is an overdraft facility linked to the i-Account, Privilege Account, Wealth Premium Account or such other Account we may from time to time decide; and

(b) the amount available for overdrawing will depend on the credit balance in the Deposit Account designated by us as collateral for the overdraft facility ("Designated Deposit Account"). If the credit balance in the Designated Deposit Account is reduced, the amount available for overdrawing will similarly be reduced.

6.5 If we agree to grant you an Auto Limit Facility: -

(a) we will determine the limit and terms of the Auto Limit Facility;

(b) the Designated Deposit Account is not assignable or transferable and cannot be pledged or charged as security or otherwise encumbered in any way;

(c) we may, without notice to you, cancel or vary any of the terms of the Auto Limit Facility at any time;

(d) you agree and authorise us to automatically renew the Deposits in the Designated Deposit Account for the same period and at the prevailing interest rate for that period without further reference to you; and

(e) funds from the Designated Deposit Account cannot be withdrawn until all outstanding amounts under the Auto Limit Facility have been fully repaid. However, you may withdraw funds from the Designated Deposit Account in excess of the outstanding amounts under the Auto Limit Facility, in which case, we may revise the overdraft limit of the Auto Limit Facility.

7. LINKING ACCOUNTS

7.1 If you have more than one Account with us, we may link the Accounts that are eligible to be linked so that you can utilise the full range of Services. We may issue a consolidated statement of account reflecting transactions for all such Accounts. We will decide and may change the types of Accounts that are eligible for linking from time to time.

Consolidated Statement of Account

7.2 Notwithstanding the above, your Accounts would not be linked if you choose not to or if you have chosen not to receive consolidated statement of Accounts.

7.3 Statements of Accounts that have been linked will be sent on a monthly or other periodic basis. If we send a consolidated statement, we may not send any other statement for the Accounts individually.

Automatic Linking

7.4 We may, depending on the type of Account, automatically link it to other Accounts if the holders of the linked Accounts are exactly the same.

Request to Link Account

7.5 If an Account is not automatically linked to another or other Accounts, you may apply and ask us to do so by completing the documents we require. We may only permit certain types of Accounts to be linked and may set conditions which you must comply with if we permit such Account to be linked.

Restricted Access using Services

7.6 You may access your linked Account using Services such as Personal Internet Banking or Mobile Services. However, your access to a linked Account using the Services may be restricted in the manner we decide.

Labelling of Linked Accounts

7.7 **We** may agree to your request that certain types of linked Accounts bear Linked Account Labels. Your request must be made using the documents we require. If we allow Linked Account Labels to be used for your Accounts, you agree: -

(a) that you have no licence or any intellectual property right to the Linked Account Labels;

(b) we may discontinue the use of any Linked Account Label at any time;

(c) we are not prevented from using any Linked Account Label in any way; and

(d) to indemnify, keep us indemnified and hold us harmless against any Loss we may incur in connection with the use of any Linked Account Label.

De-Linking Accounts

7.8 We may at any time, de-link any linked Account if we decide that such Account is no longer suitable to be linked.

You May Ask Us to De-Link Accounts

7.9 You may at any time, instruct us to de-link Accounts that are linked. We will be entitled to a reasonable period of time to process your instruction.

PART E. GENERAL SERVICES

8. ATM CARD SERVICES

8.1 We may issue you an ATM card solely for your convenience in operating an Account but we do so only on the understanding that we would not be liable for any defect in goods or unsatisfactory services paid for or any Services carried out with any ATM card.

8.2 We may: -

(a) charge a fee for each use or replacement of the ATM card. Please contact us for details of these fees;

(b) allow the ATM card to be used with one or more Accounts;

(c) because the ATM card is our property, ask you to return us the ATM card at any time in which case, you must promptly cut it in half (for your protection) and return it to us;

(d) withdraw the use of or cancel the ATM card;

(e) suspend the use of the ATM card without notice to you; and/or

(f) charge any fees and/or charges for any Services or action taken by the Bank in connection with the Account and/or ATM card.

ATM Card For Joint Accounts

8.3 If you have a joint Account, an ATM card may be issued to any joint Account holder and/or Authorised Person who can operate the Account alone.

8.4 Unless all ATM cards issued for the Account have been returned to us, your Account may continue to be debited even though the joint Account operating mandate is changed or cancelled.

9. CALL CENTRE SERVICE

9.1 The Call Centre Service is the service through which you and the Authorised Person may perform banking transactions and obtain information and services from us via the telephone or other equipment.

Instructions Given Through Call Centre Service

9.2 Your instructions, when given through the Call Centre Service, are irrevocable and binding on you.

You must comply with the limits we specify for transactions performed using the Call Centre Service.

If we agree to open a Deposit Account for you through the Call Centre Service: -

(a) you need to give us instructions to debit an Account for the initial deposit; and

(b) the signatories to operate the Deposit Account will be the signatories for the Account from which the initial deposit is obtained.

9.3 Instructions received through the Call Centre Service after the specified cut-off times or on non-business days may be processed on the following business day.

Exchange/Interest Rates

9.4 Exchange rates or interest rates quoted under the Call Centre Service are indicative only and not binding on us. To be binding, the rates quoted must be confirmed by us and must relate to a specific transaction effected under the Call Centre Service. The rate we confirm will bind you for the specific transaction notwithstanding that a different rate may have been quoted by other departments.

Bill Payment

9.5 You may give us authorisation in advance ("pre-authorisation") to pay certain Third Parties upon receipt of your instructions from time to time through the Call Centre Service. The pre-authorisation is effective when you sign the forms we require and meet the conditions we stipulate and will continue until we receive your notice in writing to cancel it.

9.6 You may, using the Call Centre Service and the forms we require, apply to set up arrangements to pay Payee Corporations for your own bills or Third Party Bills. If you are paying Third Party Bills, you or any Authorised Person's use of the Call Centre Service to do so constitutes as express authorisation to us to make the payments.

9.7 We may at any time, remove any Payee Corporation from our list or your list of payees.

Termination of Call Centre Service

9.8 You may terminate the Call Centre Service by giving us 14 days notice in writing before the termination takes effect.

PART F. COMMUNICATION, STATEMENTS AND RECORDS

10. COMMUNICATIONS

Facsimile Signature

10.1 You agree that you will not use facsimile signature stamps to issue cheques or instructions. The words "facsimile signature" includes any facsimile signature made using a rubber stamp or another instrument.

Instructions – Oral, Telefax, etc

10.2 If we agree to accept and act on instructions given orally, by facsimile, through Personal Internet Banking or Mobile Services or in any other mode or manner, you agree: -

(a) not to dispute any instruction or communication so given; and

(b) acknowledge and accept the risks of giving such instructions (including the risk of fraud, forgery, delay and misunderstanding, the risk that we may process the instructions twice, and the risk that the information transmitted may not be secure).

This clause applies to your mandate with regard to your Account with any of our offices, branches, affiliates or associate companies in any part of the world.

Your Contact Details

10.3 You must give us your identification and contact details (including your mobile number and electronic mail address) so that we can send you notices and other communications (including any transaction alerts) in connection with your Accounts and the Services. You must ensure that your identification and all your contact details are correct and up-to-date at all times. You must promptly inform us of any change to your name or contact details and give us reasonable time to effect the change. If you fail to inform us promptly of any change to your contact details, we shall not be responsible for any loss, damage or other consequence which you may suffer as a result of not receiving any notification (including any transaction alerts). The Bank shall determine the manner in which transaction alerts on joint accounts may be sent to any or all joint account holders.

Notices and Communication

10.4 Notices and communications to you will be sent in the mode and manner we deem appropriate to the last known address, facsimile and/or telephone/mobile phone number or electronic mail address in our records. We may also notify and communicate with you electronically via the Services, through the display of notices at our branches or on our ATMs or website or the statement of accounts we send to you or in a daily newspaper or via radio or television broadcasts. We may also send you transaction alerts in relation to your Account via email or SMS.

10.5 Unless otherwise expressly provided in writing, our notices and communications to you (including any transaction alerts) in connection with your Accounts and the Services are effective: -

(a) if sent by post to an address within Singapore, the following business day after posting;

(b) if sent by post to an address outside Singapore, five business days after posting;

(c) if sent by fax, electronic mail or SMS, at the time of transmission;

(d) if sent by hand, at the time of delivery;

(e) if displayed at our branches or on our ATMs or posted on our website, on the date of display or posting;

(f) if advertised in the newspaper, on the date of advertisement; and

(g) if broadcast via radio or television, on the date of broadcast.

10.6 We will not be responsible for what may happen to notices or communications (including any transaction alerts) after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit. In addition, we shall not be responsible for your reliance on or use of the information provided in any transaction alert for any purpose whatsoever.

Communication to Joint Account Holders

10.7 Notices and communications when addressed to or received by any one joint account holder are deemed to be given to and received by all of you.

When Your Notice and Communication to Us Is Effective

10.8 Your communications to us are effective when actually received by us in a legible form.

Hold Mail

10.9 If at your request, your mail is held or kept by us for your collection, any notice or communication from us to you is deemed delivered to and received by you when it first becomes available for collection.

Recordings

10.10 We may record instructions and other telephone conversations with or without the use of a warning tone device and you agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and telephone conversations.

11. STATEMENTS AND RECORDS

Statements (Account Statements / Passbook Entries / Confirmation Advices) And Records

11.1 We may send you statements of account or confirmation advices periodically by ordinary post or in such other manner as we may notify you. If there is no activity in the Account, we may not send any statement. If you have opted for statements of account to be made available via electronic means, no statement will be sent by post.

11.2 You should keep all transaction records to enable you to verify entries.

11.3 Passbook entries are not valid unless machine-printed by us or unless they bear the signatures of our authorised officers. The passbook is for reference only and is not conclusive as to the current balance of the Account because deposits or withdrawals may be made or charges debited to the Account without production of the passbook.

11.4 The date appearing on a transaction record may vary from the date appearing on the statement, confirmation advice or passbook as transactions completed after cut-off times or on non-business days may be processed at a later date.

Your responsibilities

11.5 You must: -

(a) (i) ensure that you are able to receive transaction alerts on any of your devices used to receive any transaction alerts from us (whether in Singapore or overseas), (ii) opt to receive transaction alerts for all outgoing transactions in relation to your Account; (iii) monitor all transaction alerts from us; and (iv) be responsible for any charges or fees imposed by your service provider in connection with the receipt of any transaction alerts;

(b) monitor all your Account balances all the time and must report to us promptly when you discover any unauthorised transaction in any Account;

(c) carefully check each entry in the statement of account (physical or electronic), confirmation advice and passbook, for accuracy as soon as you receive it;

(d) promptly report to us any irregularity, discrepancy, inaccurate or incorrect omission or entry, error or unauthorised transaction;

(e) sign and return any confirmation slip required including those for auditing purposes;

(f) report to us as soon as possible if you do not receive any statement or confirmation advice that is due to you.

11.6 If we do not receive your report of any objection within 14 days after the date of the statement, confirmation advice or entry in the passbook, the statement, confirmation advice or entry in the passbook shall be deemed as correct. You acknowledge and accept that any transaction alert sent in connection with your Account and the Services does not constitute a binding record of any transaction in relation to your Account.

Reversals

11.7 We may cancel, reverse, demand refund, debit the Account, cause the amount to be unavailable for withdrawal or treat the Account as overdrawn and make corresponding adjustments to the statement, confirmation advice or passbook of the Account if: -

(a) we need to correct any error or omission;

(b) we are required to return funds to the payer or drawer;

(c) we have not received cleared and unconditional funds in full or in time; and

(d) where we have reasonable grounds to do so for any other reason.

PART G. SECURITY

12. YOUR RESPONSIBILITIES

12.1 All transactions effected through the use of PINs and/or Device are irrevocable and binding on you. You shall be responsible for complying with all security instructions and advice as we may issue from time to time in respect of accessing and operating your Account and take all necessary action to prevent any unauthorised or fraudulent use of your Account.

You and each Authorised Person must: -

ATM card

(a) take all precautions and reasonable care to prevent loss, theft, fraudulent or unauthorised use of your ATM card and report any lost or stolen ATM card to us as soon as possible;

(b) not operate the Account in a manner which may facilitate or cause, any alteration or forgery nor allow anyone else to use your ATM card;

(c) take all reasonable steps to help recover the use of any lost or stolen ATM card;

(d) not use the ATM card to make withdrawals or payments unless there are enough funds in the Account;

(e) not use or try to use the ATM card after the Account is closed, or after we tell you that the ATM card has been cancelled, or after we withdraw the use of the ATM card;

(f) provide to us, the information and documents we may need from time to time relating to the use of the ATM card;

(g) cooperate with us in any investigation or court proceeding concerning the use of the ATM card;

(h) ensure that the ATM card is not defaced, damaged, bent, modified or tampered with in any way;

Cheque/Cheque Book

(i) keep the cheque book safe, under lock and key at all times to and take all precautions and reasonable care to prevent loss, theft, fraudulent or unauthorised use of any cheque or cheque book and report any lost or stolen cheque or cheque book to us as soon as possible;

(j) if you do not receive your cheque book within two weeks from the date of your request for the cheque book, please notify us as soon as possible;

(k) comply with the terms on the cheque book cover;

(l) take all reasonable steps to help recover the use of any lost or stolen cheque or cheque book;

(m) not draw or issue any cheque, nor operate the Account in a manner which may facilitate or cause any alteration or forgery;

(n) provide to us the information and documents we require relating to the use of any cheque or cheque book;

(o) cooperate with us in any investigation court proceeding concerning the use of any cheque or cheque book;

Passbook

(p) keep the passbook safe, under lock and key at all times and take all precautions to prevent loss, theft, fraudulent or unauthorised use of your passbook and report any lost or stolen passbook to us as soon as possible to us;

PIN

(q) keep the PIN secret and confidential at all times;

(r) do all that is necessary to keep the PIN safe and prevent fraudulent or unauthorised access to or use of your Account and Services. Ways of protecting your PIN include: -

(i) memorising the PIN and not writing it down or recording it anywhere;

(ii) after (i) above, immediately destroying the advice issued for/with the PIN;

(iii) not telling anyone the PIN or letting anyone find out what it is;

(iv) when selecting a PIN, not selecting an obvious word or number or one that can be guessed easily or one that has been used before; and

(v) changing the PIN regularly;

(s) report to us as soon as you or the Authorised Person: -

(i) become aware that the PIN is lost;

(ii) suspect that someone else knows the PIN;

(iii) suspect or become aware that there has been unauthorised access to the Account or use of the Device; or

(iv) change your or any Authorised Person's identification or contact details.

Lost, Stolen ATM Card / Cheque / Cheque Book / Passbook / Device Or Disclosed PIN

12.2 You agree and accept that any decision we make in connection with any breach of security or where an ATM card, any cheque, cheque book, passbook or Device has been lost or stolen or the PIN has been disclosed, is final and binding.

Format of PIN

12.3 We may issue a PIN in any combination of letters, numerals and characters.

12.4 We may deactivate or revoke the use of a PIN without giving prior notice.

Security of your devices

12.5 You acknowledge that each transaction alert is not encrypted and may include details pertaining to your transactions. You shall be responsible for the security of your devices used to receive transaction alerts from us. We shall not be liable in any way to any person should any transaction alert be viewed or accessed by persons other than you.

Unauthorised transactions

12.6 You shall report all unauthorised transactions on your Account promptly upon becoming aware of the same by contacting us and by providing us with a police report and any other information and documents as we may require.

12.7 You will be liable for all losses incurred arising from any unauthorised transaction on your Account if:

(a) you did not notify us promptly upon becoming aware of the unauthorised transaction in accordance with these Terms;

(b) you have not complied with any of the provisions of these Terms or all of the security instructions and advice that may be issued by us from time to time;

(c) you have by your acts or omissions (whether directly or indirectly) caused or contributed to the occurrence of the transaction;

(d) the transaction was carried out with your knowledge and consent; or

(e) you acted fraudulently or dishonestly (whether alone or with others).

12.8 Except as provided below, you will not be liable for any losses arising from an unauthorised transaction on your Account, provided we are satisfied that such unauthorised transaction arises from any act or omission by an independent third party and does not arise from any failure by you to comply with any of the provisions of these Terms or any of the security instructions and advice that may be issued by us from time to time.

The exceptions are:

(a) where such unauthorised transaction does not exceed $1,000, the Bank's total liability for losses arising from the unauthorised transaction shall be limited to the amount of the unauthorised transaction, and any other losses will be borne by you; and

(b) where such unauthorised transaction exceeds S$1,000, the Bank shall have no liability and you shall be liable for all losses.

You shall provide your reasonable co-operation upon the Bank's request, in relation to any claim or action taken against a third party arising from an unauthorised transaction.

PART H. AVAILABILITY, VARIATION, TERMINATION

13. AVAILABILITY AND VARIATION

13.1 We may at any time:-

(a) change the operating hours or the time period during which any Account or Service may be available;

(b) set or change the frequency or manner of use of any Account or Service (such as, types of transactions, withdrawal or transaction limits, services, features or products); and

(c) limit, cancel or suspend the operations or the use of any Account or Service.

We will use reasonable efforts to ensure that the Accounts and Services will be available during the specified times, but we cannot guarantee that they will be available and uninterrupted.

Upgrading and Maintenance

13.2 We may suspend temporarily the operations of any Account or Service to update, upgrade, maintain or enhance it.

Suspension of Operations

13.3 You will not hold us liable for any Loss if we limit, cancel or suspend the operations or the use of any Account or Service whether due to: -

(a) any force majeure, industrial action, power failure, equipment breakdown or any other cause beyond our control; or

(b) the unavailability or inaccessibility to your records, the Accounts or Services; or

(c) any other reason we believe is necessary, desirable or appropriate.

New, Additional or Enhanced Accounts or Services

13.4 If we provide and you use any new, additional or enhanced Account, Service or product, the terms and conditions governing the new, additional or enhanced Account, Service or product will be binding on you.

Change of these Terms

13.5 We may add to or change these Terms from time to time by notifying you in accordance with our usual practice. The change or addition will take effect on the date specified in the notice.

If You Do Not Accept a Change of These Terms

13.6 If you do not accept the change or addition to these Terms, you must stop using the Account and Services and as soon as possible, close the Account. If you continue to use the Account or Services after the change or addition takes effect, you are deemed to have accepted the change or addition without reservation.

Conversion of Account

13.7 We may, by notice to you in writing, convert one type of Account into another type or close any Account maintained at any branch in Singapore and transfer that Account to another branch in Singapore.

Adding An Account Holder

13.8 You may increase the number of Account holders to an Account if we agree to the addition, but you may not decrease the number of Account holders.

14. TERMINATION

Termination By Either Party

14.1 Either you or we may end our mutual banking relationship by giving each other prior notice in writing in accordance with these Terms.

Termination By Us

14.2 Notwithstanding anything in these Terms, we may close and terminate any one or all Accounts and Services without prior notice to you, if: -

(a) you do not follow our instructions in connection with the Accounts and Services or if in our opinion you do not comply with any applicable law;

(b) we believe you have (i) offered, promised or given any bribe; or (ii) agreed to receive or accepted any bribe;

(c) in our opinion, an Account or any Service is not operated in a proper or regular manner;

(d) in our opinion, a banking relationship is no longer appropriate;

(e) you threaten to breach or you have breached any Term, or any other term and/or condition applicable to you, or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;

(f) you have given us untrue, inaccurate, incomplete or misleading information;

(g) you do not pay on time any amount due to us;

(h) you pass away or become incapacitated;

(i) you become insolvent or bankrupt or subject to judicial proceedings;

(j) your assets are in jeopardy or subject to enforcement of judgment by any party;

(k) any legal proceeding (civil or legal) or action (including garnishee order, writ of seizure and sale, injunction) is commenced or levied against you, or you have been convicted of a crime, or you or any security provider has acted inappropriately;

(l) any thing happens which, in our opinion, may have a material or adverse effect on your financial condition, assets or compliance with these Terms;

(m) any other event of default occurs under any other agreements or arrangements between us;

(n) any of the events or proceedings under this clause occurs in relation to any Third Party who has agreed to provide or is providing security;

(o) it would constitute a breach of our agreement with any other party; or

(p) it is unlawful for us to continue to provide the Account or Service.

Our rights are without prejudice to any other rights and remedies against you or any one else or under any other agreement or arrangement between us.

Your Responsibilities Upon Closure / Termination of Account and Revocation of Service

14.3 You must: -

(a) pay all fees, Costs and amounts accrued up to the date of closure/ termination of the Account or revocation of the Service including any fee for early closure of any Account (if such early closure fee is payable);

(b) upon closure/termination of the Account or revocation of the Service, return as soon as possible to us, all property belonging to us such as, unused cheques, passbook, ATM cards;

(c) reimburse us for any payment we make based on your instructions after closure/termination of the Account; and

(d) notify in writing all merchants whom you have authorised to make direct debits on your Account of its closure/ termination. If you do not do this, and the merchants continue to be paid under your direct debit authority, we may debit the amounts paid to your other Accounts and recover the same from you.

14.4 Your responsibility to pay all fees, Costs and amounts accrued up to the date of closure/termination of the Account or revocation of the Service survives the termination of these Terms.

14.5 If we close/terminate any Account or revoke any Service, any payment obligation we have to you and your personal representatives is discharged if made in cash, draft, cashier's order or in any other manner (including payment into a court of competent jurisdiction). The payment may be sent to you by any means we select.

PART I. GENERAL

15. REPRESENTATIONS AND WARRANTIES

15.1 You represent and warrant that: -

(a) you have full legal capacity and authority, to open, maintain and operate all Accounts and Services you currently have or may in future have with us, and to give us all instructions in connection with the Accounts and Services, and to comply with your obligations under these Terms;

(b) you have the power and have obtained all Authorisations necessary to agree to these Terms, to own your assets and carry on your business, and you will ensure all Authorisations are maintained in full force and effect;

(c) your obligations under these Terms are valid, binding and enforceable and will not breach and are not against any agreement, Authorisation or applicable law;

(d) you will not use any Account or Service for any unlawful activity;

(e) all Accounts belong to you as principal and not as trustee, agent or nominee unless the Account opened in your name is "in trust" or "as nominee" (or having similar meaning);

(f) except for any security or encumbrance created in our favour, no one else other than you, has or will have any beneficial or other interest in or security or other rights over any Account and/or over any asset (including cash) held by us for you;

(g) all information you provide to us, is true, accurate and complete and if there is a change in the information provided, you will report the change as soon as possible to us;

(h) you have not withheld any information that would cause us to refuse any Account or Service to you;

(i) you will comply with all laws in Singapore or elsewhere in the world that apply to you including reporting your worldwide income to any applicable tax authority;

(j) you will not (i) offer, promise or give; or (ii) agree to receive or accept, any bribe; and

(k) you and each provider of Collateral do not have immunity from jurisdiction of any court or from legal process.

15.2 You agree that these representations and warranties: -

(a) will apply to you and any Authorised Person; and

(b) will be repeated each time you and/or any Authorised Person use or apply for any Account or Service.

16. DISCLOSURE

16.1 We have rights to disclose details of our customers under the law, for example, the Banking Act 1970 of Singapore. Nevertheless under these Terms, you consent and authorise us to disclose, without prior reference to you any information and particulars relating to you and any Authorised Person, including (without limitation) details of the Accounts (whether held alone or jointly), your credit standing and financial position, any facility granted to you, or any publicly available information. We may disclose such details for any purpose we deem appropriate, necessary or desirable: -

(a) to Authorised Persons;

(b) to any person or organisation providing electronic or other services to us, for the purpose of providing, updating, maintaining and upgrading the services (including any investigation of discrepancies, errors or claims);

(c) to any person or organisation engaged for the purpose of performance of services or operational functions where these have been outsourced;

(d) to our agents for the purpose of printing personalised cheques, statements, advices, correspondence or any other related document;

(e) to the police or any public officer conducting an investigation;

(f) to credit card companies and financial institutions in connection with credit card enquiries or use of the ATM card;

(g) to other banks, financial institutions, credit bureau or credit reference agents, only for credit information on you or any Authorised Person;

(h) to Payee Corporations, in connection with the payment of bills;

(i) to any of our branches, representative offices, affiliated, associated or related corporations and their respective staff and agents, whether in Singapore or elsewhere (collectively, "UOB Group Members");

(j) to auditors and professional advisors including lawyers;

(k) to any person in connection with or following the restructuring, sale or transfer, or proposed restructuring, sale or transfer, of all or any part of any credit facility (or any right or interest thereunder) and/or all or any part of any security interest (or any right or interest thereunder) under any security document (whether or not the restructuring, sale or transfer is subsequently entered into or completed), including without limitation, any transfer of the beneficial interest in all or any part of the credit facility and/or all or any part of any security interest by way of the creation of a trust over the credit facility and/or the security interest (in each case, a "Relevant Transaction"), including, without limitation, to any of the following persons:

(i) any actual or potential assignee or transferee and any other person participating or otherwise involved in a Relevant Transaction or in any other transaction relating to or entered into in connection with such Relevant Transaction, and any persons deriving rights or interest in the subject matter of such Relevant Transaction;

(ii) any person participating or otherwise involved in the servicing, administration, collection, perfection or enforcement of all or any part of the credit facility and/or all or any part of any security interest under any security document at any time before, during or after such Relevant Transaction;

(iii) where such Relevant Transaction is related to or entered into in connection with a debt programme or any other transaction or group of transactions, to any other persons participating or otherwise involved in such debt programme or other transactions; and

(iv) any professional advisers, consultants, agents and other third party service providers of any persons referred to in this Clause 16.1(k) (including those in sub-paragraphs (i) to (ii) above (including, without limitation, lawyers, accountants, auditors, rating agencies and servicing agents)), whether or not appointed specifically in connection with a Relevant Transaction; and any person to whom disclosure is made under this Clause 16.1(k) may further disclose such information to any other person referred to in this Clause, and for any of the following purposes:

(1) for any purposes connected with such Relevant Transaction (including the servicing, administration, collection, perfection or enforcement of all or any part of the credit facility and/or all or any part of any security interest under any security document);

(2) for any purposes in connection with a debt programme related to or which is connected with such Relevant Transaction (including the arranging, advising and/or structuring of such debt programme or other transaction and/or carrying out due diligence on the credit facility and/or the security document); and/or

(3) for any purposes in connection with any actual or proposed sale of the credit facility and/or all or any part of any security interest under any security document in connection with a debt programme or any other transaction or group of transactions or for the evaluation of the credit facility and/or all or any part of any security interest under any security document by any proposed acquirer.

(l) to any actual or potential participant or sub-participant relating to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee;

(m) to any trader or merchant, or other party accepting the use of the ATM card and their agents or contractors in respect of transactions using the ATMs of other banks or financial or non-financial institutions such as NETS;

(n) to any person who has agreed to provide or is providing security for the Account or to us for sums payable and Liabilities owing by you;

(o) to any person who stands as guarantor or surety for your Liability or is jointly or jointly and severally liable with you;

(p) to any receiver appointed by us;

(q) to any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection;

(r) to any stock exchange, court or other judicial bodies in any judicial proceeding, tribunal, statutory body or authority (including any tax authorities in any jurisdiction), whether governmental or quasi-governmental;

(s) to any person whom we or any of the UOB Group Members is required to disclose to under the laws, regulations, guidelines, directives or by any lawful authority, of any country;

(t) to the CPF Board, your agent bank or the SRS Operator, in relation to your CPF or SRS funds under any Scheme; and

(u) to any other person to whom such disclosure is considered by us to be necessary, desirable or expedient, whether in order to provide you with services in connection with or otherwise in relation to the Account or Services.

16.2 In addition to the above, to effect any payment instruction accompanying a wire transfer, you give us (including our agents and sub-contractors) consent to disclose: -

(a) your name;

(b) your account number/unique reference number;

(c) your address, unique identification number, date and place of birth; and

any other information required in connection with the payment.

17. OUR AGENTS

We may use the services of any bank or agent in any location for collection or other banking services we provide. Such bank or agent is deemed to be your agent. We are not liable for such bank or agent's act or omissions or loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent.

18. OUR SECURITY AND RIGHT OF SET-OFF

Banker's Lien and Security

18.1 All your assets and Collateral deposited with us are subject to a banker's lien in our favour and held by us as continuing security for the discharge of your Liabilities. We may retain the Collateral (even if it means dishonouring cheques) until the Liabilities are repaid.

Right of Set-Off

18.2 Without limitation to any other rights we have, we may set-off any of your moneys against your Liabilities or enforce the lien or security in satisfaction of your Liabilities. Our right to set-off means, that if you have failed to pay us the amount you owe us on any Account (whether in single or joint names) including any card account and those in different currencies), we can use the moneys in credit balance in any of your Accounts (whether in single or joint names) to reduce or repay the amount you owe us. If you breach any of these Terms or you default or do not pay any part of your Liability, we will be entitled to deal with and sell any Collateral in the manner we deem appropriate (including selling the Collateral by public or private sale without any judicial proceeding) and we may or may not give notice to you before we do so. We will use the proceeds of the sale to repay the outstanding Liabilities including all Costs incidental to the sale and if there is any shortfall, you must pay the Liability remaining unpaid on demand.

Combination of Accounts

18.3 In addition to any common law rights we have, we may without prior reference to you, combine or consolidate any number of your Accounts whether in Singapore or elsewhere and held in single or joint names and under any style, name or form (including trade names of sole-proprietorships) and set-off credit balances (whether matured or not) in any one or more of the Accounts against any Liability.

19. CONCLUSIVE EVIDENCE

Unless there is an obvious error, our records in any form (including paper, electronic or other form) and any certificate (including any statement, report or communication) we issue, or decision we make, about a matter or an amount payable is conclusive. We may destroy, erase or stop maintaining any record after such time as permitted by applicable law.

20. PAYMENT RESPONSIBILITIES

Garnishee Orders and Other Court Orders

20.1 We may impose administrative charges and you must reimburse us for the Costs of handling garnishee orders, injunctions or other court orders or proceedings relating to your Account or the moneys in the Account.

Payment Responsibilities

20.2 You are responsible for:-

(a) making all payments under these Terms and any applicable term or condition such as bank charges, commissions, administrative charges, interest and fees charged by any party (including ourselves, any other bank, financial or non-financial institutions, agents or contractors):-

(i) in connection with effecting any instruction or transaction for you or providing or performing any Service to or for you;

(ii) for handling garnishee orders, injunctions or other court orders or proceedings relating to your Account or the moneys in the Account;

(iii) to enable you to access the Account or use any Service (such as telephone charges or internet service provider's charges);

(b) ensuring that payments you make are free and clear of and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If you are required by law to make deductions or withholdings,

you must ensure that the amount we receive is equal to the amount payable in the absence of the deduction or withholding;

(c) goods and services tax (by any name it is called) if applicable, on any payment made. You must reimburse us if we are required by law to collect and make payment in respect of the goods and services tax;

(d) paying the interest (at a rate we determine from time to time) specified on:-

(i) all service charges;

(ii) the unutilised amount of any credit facility granted by us;

(iii) other sums due and payable to us;

(iv) all Loss suffered or incurred by us for taking action to safeguard our position under these Terms; and

(e) ensuring that all payments to us are made in the currency in which they are due.

Default Interest

20.3 We will calculate interest according to our usual practice. We will then add it to the sums you owe us but which you have not paid, and the total amount will bear interest accordingly until all the sums you owe us are paid in full.

Debiting Your Account

20.4 We may debit your Account for all sums due and owing to us without affecting our rights and remedies against you or any one else, notwithstanding that you may incur a Loss in interest earnings or a reduction in the original principal amount due to bank charges or adverse exchange rate movements.

21. WAIVER

If we refrain from or delay in exercising or enforcing any right we have under these Terms or any other applicable term and/or condition, it will not be a waiver of and will not affect our rights under these Terms or any other applicable term and/or condition.

22. GENERAL EXCLUSION OF LIABILITY

22.1 Without prejudice to the generality of any other provision in these Terms, you cannot hold us liable for any Loss you may suffer in connection with the Accounts or Services howsoever arising (whether reasonably foreseeable or not), even if we have been advised of the possibility of the Loss, including Loss from:-

(a) alteration of any instruction;

(b) forgery of your or any Authorised Person's signature;

(c) unavailability or improper functioning of any Service;

(d) any computer or system virus interference, sabotage or any other causes which may interfere with any of our Services or any breakdown or malfunction due to any cause whatsoever, of computer software or equipment whether belonging to us or not, used in connection with any of our Services;

(e) any delay or error (including, in the transmission of any electronic payment transfer, in providing you funds);

(f) our refusal to act on any instruction, or any other thing we do or do not do;

(g) whatever action we take to meet any obligation, either in Singapore or elsewhere in the world, in connection with the prevention of any unlawful activity including fraud, money laundering, terrorist activity, bribery, corruption, or tax evasion, or the enforcement of any economic or trade sanction;

(h) your default;

(i) termination of any Account or Service;

(j) any loss of or destruction to or error in our records;

(k) any act or failure to act by a Third Party beyond our control; or

(l) any circumstances beyond our control.

However, we will be liable for your direct Loss to the extent such Loss is caused directly by our fraud, negligence or wilful misconduct.

No Advisory Duty

22.2 Unless we expressly agree in writing, we do not assume any advisory, fiduciary, or similar or other duties to you. We assume and will rely on the assumption that you have taken the necessary independent legal, tax, financial and other advice in relation to any Account or Service or transaction.

Decrease or Unavailability of Funds

22.3 We are not liable in any manner, when: -

(a) the value of funds in the Account decreases because of taxes, depreciation or fluctuation in exchange rates or any other reason;

(b) we are not able to pay you the funds in the Account or interest on the funds in the Account in the currency you require;

(c) the funds are unavailable for any reason including: -

(i) any change in or new laws, rules or regulations, or any act of a government, central bank, monetary authority or other entity in any country relating to, without limitation, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reason whatsoever (including countries part of any monetary union), involuntary transfers or distraints of any kind;

(ii) force majeure, natural disaster, industrial action, acts of war, acts of terrorism, civil strife, riots or a state of political or economic chaos in any country; or

(iii) any other circumstances beyond our control.

22.4 If an event described above occurs, we may, without notice to you, convert the currency of deposit into any other currency and recover from you the costs of replacing funds or any other Costs incurred.

22.5 We need not pay you the funds in the Account (in the currency of deposit or any other currency) if, in relation to monetary union among any group of countries (such as the European Monetary Union) the formation, disbanding or change in the composition of participating countries, the policies, practices or regulatory environment of a monetary union:-

(a) results in restrictions in availability, credit or transfers of the Relevant Currency; or

(b) otherwise makes it impossible or impractical for us to perform our obligations in respect of deposits and balances in the Relevant Currency.

23. INDEMNITY / CURRENCY CONVERSION

23.1 You agree to indemnify us and all our servants, employees, nominees, directors and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) in connection with: -

(a) any Account, Service or transaction;

(b) acting on or carrying out or delaying or refusing to act on any instruction you or an Authorised Person gives us;

(c) searches and enquiries we make in connection with you, any Authorised Person or a security provider;

(d) the provision of any Service to you and the performance of our functions as your banker including as collecting or paying banker, or guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection or payment;

(e) any Service provided by any third party (including NETS);

(f) any default or the preservation or enforcement of our rights under these Terms or other applicable terms and/or conditions in connection with any Service or as a result of your non-compliance with any of these Terms or such other applicable terms and/or conditions;

(g) any action taken by us or any party against you or any Authorised Person relating to any Account or Service;

(h) any involvement by us in any proceeding of whatever nature for the protection of or in connection with the Accounts or Services;

(i) our compliance with any existing or future law or regulation or official directive in respect of any of these Terms;

(j) taxes payable by us in connection with your Account or Services; and

(k) any increased cost in our funding if there is a change in law or circumstances.

23.2 We have the right to convert one currency into another in the manner we may determine and at our prevailing rate of exchange. You must indemnify us for any shortfall and be responsible for the Loss and risks arising from the conversion. This will apply to conversions including: -

(a) conversion of any credit balance in your Account or other amounts we may owe you to any other currency for the purpose of carrying out any instruction, crediting of any Account, assessing your Liability or enforcing our rights under these Terms or under any Service or Account (including to effect any set-off or consolidation by us of the Accounts);

(b) conversion of any Account balance or any part thereof (and if we choose, together with the interest accrued on the amount so converted) into any other currency we may choose at the time such balance or part thereof becomes due and payable by us. When we repay you the same in such currency, it will be in full and complete discharge of our obligations; or

(c) conversion of any sum received by us (whether for credit into any Account or in payment of any Liability) in any currency into the currency of the Account or the currency in which payment is to be made.

24. IMPAIRMENT OF TERMS

If any of these Terms is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws of any other country.

25. ILLEGALITY

We may close and terminate any Account and/or revoke any Service with or without notice to you if, because of any change to any applicable law, regulation, regulatory requirement or judicial decision, or in our opinion, maintaining or performing any obligation under these Terms becomes illegal, or we are otherwise prohibited from doing so. If this happens, you must pay us all Liabilities on demand.

26. ASSIGNMENT

26.1 These Terms are binding on you and us and on our successor or assignee. These Terms are binding even if:-

(a) we change our name or constitution;

(b) we consolidate or amalgamate with another entity, in which case, that entity will substitute us in relation to these Terms and all Accounts and Services available and these Terms will continue in force between you and that entity.

26.2 You cannot assign, transfer or charge as security or otherwise, to any Third Party, your rights and obligations under these Terms or in relation to any Account or Service, without our prior written permission.

27. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Unless we expressly state so, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy the benefit of any of these Terms.

28. APPLICABLE LAW AND PROCEEDINGS

28.1 These Terms are governed by and will be interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against us can only be brought in the courts of Singapore and no other unless we expressly agree otherwise in writing. You agree not to enforce any judgment or order made by the courts of Singapore against any of our branches overseas. This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

Claims In Different Jurisdictions

28.2 Without prejudice to any other provision in these Terms, any sum payable by or due from us under any Account or any documentary credit, guarantee, indemnity, Deposit or under any other facility agreement or any type of document whatsoever shall be payable solely and exclusively by and at our branch from which payment of the sum is due and shall be governed exclusively by the laws of the country where such branch is located unless we agree otherwise in writing.

28.3 You can only bring a proceeding against us for the recovery of any sum claimed or any payment obligation allegedly due from us solely and exclusively in the courts of the country where such branch is located unless expressly agreed otherwise in writing, and any judgment or order made against us by the courts of that country cannot be enforced or executed against us in a different country.

Limitation of Claim Period

28.4 You agree not to bring any action against us in connection with any Account or Service if more than one year has passed after the cause of action has arisen.

Financial Crime and Sanctions Compliance

28.5 We shall be entitled to take all actions we consider appropriate:

(a) if you initiate, engage in or effect any transaction (directly or indirectly) in connection with fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion ("**Financial Crime**"); or

(b) if you are or become, or are or become associated with, or any asset is or becomes associated with, an individual and/or entity named in any list (including the Specially Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control) under any sanctions, freezing, antiterrorism or other related or similar programs enforced and administered by the relevant regulatory authorities or bodies, whether in Singapore or elsewhere ("**Sanctions Compliance**").

Arising from any concerns that we have relating to Financial Crime or Sanctions Compliance, we may, at our absolute discretion and without any notice to you:

(a) close all Accounts and terminate all Services you have with us;

(b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for Services or the provision of all or part of the Services;

(c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or Services and demand repayment of all sums outstanding; and/or

(d) make reports and take such other actions as we may deem appropriate.

29. SERVICE OF DOCUMENTS

If the law requires that documents for court proceedings must be delivered by hand, they may be served by way of registered post to your last known address in our records. This is in addition to any other method of service available to us. Service by registered post to an address in Singapore is deemed as effective personal service two days after posting.

30. ENGLISH VERSION TO PREVAIL

If we decide to provide these Terms in a language other than English and there are differences in meaning between the English version and the translation, the meaning in the English version shall prevail.

31. GENERAL CONSTRUCTION AND INTERPRETATION

In our opinion: when we determine a matter in our opinion, the determination is made at our absolute discretion.

When we act or refuse to act on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by the law.

Our discretion and rights: we will exercise our discretion and rights under these Terms in a fair and reasonable manner.

Timing: if we receive any instruction on a non business day or after the specified clearance or cut-off times, we may treat the instruction as received on the following business day.

Words importing a singular number includes the plural number, and vice versa.

Words importing the masculine gender includes the feminine or neuter gender.

Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these Terms.

PART J. TERMS FOR SPECIFIC ACCOUNTS AND SERVICES

32. SAVINGS ACCOUNT

32.1 You may choose to have a passbook or receive statements of Account. If you prefer a passbook, you must update the passbook from time to time.

32.2 If there are multiple transactions, we may consolidate the transactions and print only the total credit and debit amounts in the passbook when updating. You may request for a statement of the unposted transactions on payment of a fee.

33. DEPOSIT ACCOUNT AND DEPOSITS UNDER THE CPF SCHEME AND SRS SCHEME

33.1 **Deposit Account**

Advice

33.1.1 The Deposit advice is only an advice of placement of the Deposit and cannot be used as evidence of title to or receipt of the monies.

Early Withdrawal

33.1.2 Deposits may not be withdrawn before maturity. If you ask and we agree that a Deposit may be withdrawn before its maturity, it may be on conditions such as, no payment of interest accrued or if interest has been paid, the return of interest paid. We may also require you to pay us costs of replacing funds and/or fees for breach of contract and/or administrative fees.

Maturity

33.1.3 If a Deposit matures on a date that is not a business day, the maturity date will be extended to the next business day.

33.1.4 We must receive your written instruction to renew a Deposit at least two business days before the Deposit matures. If we do not receive your instruction, we may (but shall not be obliged to) renew the Deposit (principal and interest earned) for the same period and at the prevailing interest rate for that period.

33.2 **Deposits Under CPF / SRS Scheme**

33.2.1 With respect to Deposits under the Schemes: -

General

(a) a Deposit cannot be in joint names;

(b) the interest rate will be the interest rate prevailing on the day we receive your application. If the application is received after the specified cut-off times, the interest rate prevailing on the following business day may apply instead;

(c) no interest will be paid on CPF or SRS funds received by us but which have to be returned before the funds have been placed in the Deposit;

Maturity

(d) we must receive your written instruction to renew the Deposit at least three business days before the Deposit matures. If you do not give us your instruction, we may (but shall not be obliged to) renew the Deposit for the same period and at the prevailing interest rate for that period;

(e) you are not permitted to use CPF or SRS funds for any existing Deposit not under the Scheme, nor convert any existing Deposit to the Scheme;

(f) if there are insufficient funds for placement of the full amount of the Deposit, the transaction will be aborted and a fee may be charged;

(g) the value date will be the date we receive your CPF or SRS funds. If the funds are received after the specified cut-off times, the value date of the Deposit will be the date of the following business day;

(h) if the CPF or SRS funds are not received within seven business days (or such other period as we may decide) from the date we receive your application, we are entitled to change the interest rate quoted earlier and apply the prevailing rate for Deposits under the Scheme instead; and

(i) we may, if: -

(i) you instruct us to renew only the principal amount (excluding interest earned) on maturity, credit the interest earned to your CPF Investment Account with the agent bank or your SRS Account with the SRS Operator;

(ii) you request and we allow for early withdrawal or, if there is no instruction for renewal, inform the agent bank or the SRS Operator of the early withdrawal or maturity and credit the funds to your CPF Investment Account with the agent bank or your SRS Account with the SRS Operator. If the Deposit is withdrawn before its maturity, we may not pay the interest accrued or if interest has been paid, we may require the return of interest paid. We may also require that you pay an administrative fee for the early withdrawal.

33.2.2 If the effective interest rate of a Deposit placed using CPF funds is below the prevailing CPF interest rate, your instructions to place or renew will be deemed cancelled and the principal amount and interest earned (if any) will be credited to your CPF Investment Account with your agent bank or CPF Special Account with CPF Board.

34. ACCOUNTS IN TRUST

If the Account opened in your name is “in trust” or “as nominee” (or having similar meaning), you agree and represent to us that:-

(a) you are authorised to open and deal with the Account and transact with us;

(b) you will operate and deal with the Account solely for the benefit of the beneficiary to the Account and according to the terms of the trust or nominee arrangement and any applicable law;

(c) we do not have to enquire into your operation of and dealings with the Account or whether it is according to the terms of the trust or nominee arrangement and any applicable law; and

(d) you will indemnify us against any Loss in respect of the operation of and dealing with the Account.

35. GOLD SAVINGS ACCOUNT AND SILVER SAVINGS ACCOUNT

35.1 You acknowledge that, with regard to Gold Savings Accounts and Silver Savings Accounts: -

(a) we may require that a minimum amount of gold or silver be maintained;

(b) the gold and silver market are volatile;

(c) losses can be incurred from such an investment;

(d) an investment in gold or silver provides no dividend yield or interest; and

(e) gold and silver prices would have to rise sufficiently over the investment period in order to yield a profit on sale.

35.2 Transactions may be made during banking hours on a business day, based on the buying/selling prices per gram of gold or ounce of silver quoted for that day.

Unit of Transaction

35.3 Each purchase and sale of gold or silver may be made in whole units of grams or ounces respectively.

Purchase

35.4 You may buy gold or silver for deposit into the Gold Savings Account or Silver Savings Account using the required forms provided, you: -

(a) buy at least the minimum amount of gold or silver we specify; and

(b) ensure that the gold or silver is paid for in the manner we require.

The value of the purchase is based on our selling price on the date of purchase.

Sale

35.5 You may sell the gold in the Gold Savings Account or silver in the Silver Savings Account using the required forms. Each sale must be for such minimum amount of gold or silver as we may stipulate from time to time. The proceeds from the sale will be paid in cash only (and not in physical gold or silver). The value of the sale is based on our buying price on the date of sale.

Purchase of Gold – Using CPF Funds

35.6 Notwithstanding the other terms, you may use CPF funds to buy gold for deposit into the Gold Savings Account using the required forms provided: -

(a) the Gold Savings Account is opened in your name only;

(b) you comply with the available gold limit and rules of the CPF Scheme;

(c) you buy at least the minimum amount of gold we deem fit; and

(d) pay a mark-up of three cents per gram of gold (or such other amount that we may stipulate) on the amount quoted.

You are responsible for ensuring that there are sufficient funds in your CPF Investment Account to buy the gold. If your request to use CPF funds to buy the gold is rejected or you do not have enough CPF funds to do so, you agree to pay cash for the gold. If you do not have sufficient cash to pay for the gold, (i) we have the right (but not the obligation) to buy back the gold from you at our buying price for that day; and (ii) any Loss we suffer as a result of the buy back will be a debt due, owing and recoverable from you.

Sale of Gold – Using CPF Funds

35.7 Notwithstanding the other terms, you may sell gold in the Gold Savings Account purchased with CPF funds using the required forms. Each sale must be for such minimum amount of gold as we may stipulate from time to time. The proceeds from the sale will be paid in cash only (and not in physical delivery of gold) and will be paid to your CPF Investment Scheme account. The value of the sale is based on our buying price on the date of sale.

No Passbook if Using CPF Funds

35.8 No passbook will be issued for transactions relating to gold made using CPF funds. The transactions and current balance in the Gold Savings Account will be set out in the statements of your CPF Investment Account.

Fees and Charges

35.9 You must pay, in grams of gold or ounces of silver, monthly service charge calculated based on the highest amount of gold recorded in the Gold Savings Account or silver recorded in the Silver Savings Account during the calendar month. The service charges are calculated at such rates and subject to such minimum charges per month, as we may determine from time to time.

Right to Buy Back

35.10 We have the right (but not the obligation) to buy back from you, any or all of the gold in the Gold Savings Account or silver in the Silver Savings Account at our buying price for that day, if you fail to pay your Liabilities.

35.11 You agree that any Loss we suffer as a result of the buy back will be a debt due, owing and recoverable from you.

Closure of Account

35.12 If we close or terminate the Gold Savings Account or Silver Savings Account in accordance with these Terms, we may buy back the gold or silver at our buying price for that day and set-off the proceeds against all Liabilities. We may discharge our liability to you by sending a cheque or draft for any balance proceeds (free of interest) by ordinary post to the last known address in our records.

36. JUNIOR SAVERS ACCOUNT

36.1 The Junior Savers Account is a joint Account.

36.2 It is an account that is for the joint benefit of the person who applied to open the Joint Savers Account ("Co-Holder") and the person named as the joint Account holder to the Junior Savers Account ("Junior Saver"). The Junior Savers Account is not a trust account for the benefit of the Junior Saver. The Junior Savers Account does not create any trust relationship between the Junior Saver and the Co-Holder.

36.3 The Junior Saver cannot be a person who is more than 16 years old.

36.4 The clause, The Contracts (Rights of Third Parties) Act in these Terms does not apply to the Junior Saver.

36.5 There can only be one Junior Saver in a Junior Savers Account.

36.6 The Junior Savers Account shall be operated by the Co-Holder singly until the Junior Saver reaches 15 years old or is issued with a National Registration Identity Card (or foreign equivalent that is acceptable to us). Thereafter, the Junior Savers Account shall be operated by either the Co-Holder or Junior Saver singly, or both, jointly.

Fees and Charges

36.7 If the monthly average balance in the Junior Savers Account is less than S$500.00 (or any other amount we decide from time to time), we may charge a fall below fee and debit this fee from the Junior Savers Account.

Junior Savers Account Conversion To Joint Savings Account

36.8 The Junior Savers Account will be converted to a statement based joint savings Account in the year the Junior Saver turns 21 years old.

Insurance Policy

36.9 If the Junior Savers Account is opened with at least S$3,000.00 (or any other amount we decide), we will arrange for a life insurance policy ("Policy") to be taken out with the Co-Holder as the insured - covering usual death and total and permanent disabilities (more particularly set out in the Master Insurance Agreement) - and the Junior Saver as beneficiary, but we will not do so if the Co-Holder has attained the age of 60 and above.

36.10 The Policy premiums will be paid by us. The coverage and amount of claims payable are set out in the Master Insurance Agreement. The Policy is governed by the Master Insurance Agreement which terms apply between the Co-Holder, the Junior Saver and us. However, the Co-Holder and the Junior Saver have no rights to enforce any term of the Master Insurance Agreement against us or the insurer.

36.11 If the Co-Holder has more than one Junior Savers Account, the proceeds of the Policy will be distributed proportionately amongst the Junior Savers Accounts based on the average daily balance of funds in such Accounts. The method for determining the average daily balance will be set by us.

36.12 The Policy is renewable annually but will not be renewed if the Junior Saver has attained the age of 17 or the Co-Holder has attained the age of 65.

What We Can Do

36.13 We: -

(a) may determine the type of Services applicable to the Junior Savers Account such as, standing orders and ATM cards, and may impose restrictions and charges on the Services;

(b) will only pay out claims made under the Policy in respect of funds received from the insurer for such purpose;

(c) may at any time terminate, determine or vary the terms of, the Policy. Notice of any revision of monetary limits or termination of the Policy will be given according to our usual practice; and

(d) may at any time, by notice to you in writing, withdraw the Policy.

Pledge of the Junior Savers Account

36.14 The Co-Holder and Junior Saver must not transfer, assign, pledge, charge or otherwise encumber to any third party whether by security or otherwise (such as, by declaration of trust) any of their rights or obligations under the Policy.

37. PRIVILEGE ACCOUNT

37.1 The Privilege Account may be opened singly or jointly, if you are an existing or new UOB Privilege Banking or Privilege Reserve client. The Privilege Account cannot be designated as a trust account.

37.2 Any one account holder may operate the Privilege Account if it is opened jointly.

37.3 If you wish to appoint an Authorised Person for your joint Privilege Account, such Authorised Person must be one of the holders of that joint Privilege Account.

Interest

37.4 Interest (at a rate we determine) on the Privilege Account is payable: -

(a) on the credit balance in the Privilege Account at a rate we determine based on the amount of Assets Under Management;

(b) in Singapore dollars; and

(c) by crediting the interest into the Privilege Account.

AUM

37.5 In respect of the Privilege Account, "Assets Under Management" or "AUM" means, the sum of the daily average credit balance or market value of the Privilege Account and all Accounts that are linked to it. We will determine the AUM in the manner and based on the information we deem suitable.

37.6 The AUM amount will be calculated and expressed in Singapore dollars. An amount in a currency other than Singapore dollars will be notionally converted for the purpose of computation into Singapore dollars at the exchange rate we use.

Cheques

37.7 You will be provided with a cheque facility under which you may draw and issue Singapore dollar cheques on the Privilege Account.

Linking Accounts

37.8 Certain Accounts may be linked to the Privilege Account. We will decide the types of Account which may be linked. When an Account is linked to the Privilege Account, the terms governing the Privilege Account will apply to that linked Account. If there is any inconsistency between the terms of the Privilege Account and the terms of the Account linked to it, the terms of the Privilege

Account will prevail.

37.9 If the Privilege Account is a joint Account, the operating mandate of the Privilege Account when linked to another joint Account, will follow the operating mandate of the linked joint Account that is, the Privilege Account will be operated:-

(a) singly, if any one joint Account holder of the linked joint Account may give instructions singly; or

(b) jointly, according to the operating mandate of the linked joint Account, if the Account holders of the linked joint Account are required to give instructions jointly.

Consolidated Statement of Account

37.10 Statements of the Privilege Account will be sent to you on a monthly or other periodic basis and will contain information relating to the Privilege Account and such information we deem fit relating to the Accounts linked to it.

ATM

37.11 You may apply for an ATM card to be issued to you for the operation of the Privilege Account and any linked Account.

Overdraft

37.12 If you have a Deposit Account that is linked to your Privilege Account, you may, using the required forms, apply for an Auto Limit Facility for the Privilege Account or any Account (other than that Deposit Account) that is linked to it.

We May Grant Overdraft

37.13 Notwithstanding anything in these Terms:

(a) we may, even though you may not have applied or requested for any overdraft, grant an overdraft facility for a Privilege Account or any Account linked to it on such terms as we may decide; and

(b) if the Privilege Account and/or any one or more Accounts linked to it is permitted by us to be overdrawn, we may, by notice to you in writing, designate any Deposit Account as security for the overdraft in which case, the terms relating to the Auto Limit Facility will apply to the Designated Deposit Account.

Savings Plan Feature

37.14 If you wish to save an amount of money within a specified period of time ("Savings Plan"), we may, at your request, provide Savings Plan services to allow you to: -

(a) calculate the amount to be deposited into the Privilege Account or a specific linked Account each month to achieve your Savings Plan; and

(b) obtain periodic progress updates on the Savings Plan.

37.15 The duration of the Savings Plan and the amount of the contributions to the made will be set by us.

37.16 You agree and acknowledge that: -

(a) we do not assume any advisory, fiduciary or similar, or other duties to you in respect of the Savings Plan;

(b) we are entitled to assume that you have taken all independent legal, tax, financial and other advice in relation to the Savings Plan; and

(c) we make no warranty or representation in respect of the Savings Plan whether as to accuracy, correctness, applicability or suitability of any information provided or otherwise.

Stopping the Savings Plan

37.17 The Savings Plan will cease automatically when either the Privilege Account or the specific linked Account is closed or, if the specific linked Account is no longer linked to the Privilege Account.

38. WEALTH PREMIUM ACCOUNT

38.1 The Wealth Premium Account may be opened singly or jointly by certain customers. The Wealth Premium Account cannot be designated as a trust account.

38.2 Any one account holder may operate the Wealth Premium Account if it is opened jointly.

If you wish to appoint an Authorised Person for your joint Wealth Premium Account, such Authorised Person must be one of the holders of that joint Wealth Premium Account.

Interest

38.3 Interest (at a rate we determine) on the Wealth Premium Account is payable: -

(a) on the credit balance in the Wealth Premium Account at a rate we determine based on the amount of Assets Under Management;

(b) in Singapore dollars; and

(c) by crediting the interest into the Wealth Premium Account.

AUM

38.4 In respect of the Wealth Premium Account, "Assets Under Management" or "AUM" means, the sum of the daily average credit balance or market value of the Wealth Premium Account and all Accounts that are linked to it. We will determine the AUM in the manner and based on the information we deem suitable.

38.5 The AUM amount will be calculated and expressed in Singapore dollars. An amount in a currency other than Singapore dollars will be notionally converted for the purpose of computation, into Singapore dollars at the exchange rate we use.

Cheques

38.6 You will be provided with a cheque facility under which you may draw and issue Singapore dollar cheques on the Wealth Premium Account.

Linking Accounts

38.7 Certain Accounts may be linked to the Wealth Premium Account. When an Account is linked to the Wealth Premium Account, the terms governing the Wealth Premium Account will apply to that linked Account. If there is any inconsistency between the terms of the Wealth Premium Account and the terms of the Account linked to it, the terms of the Wealth Premium Account will prevail.

38.8 If the Wealth Premium Account is a joint Account, the operating mandate of the Wealth Premium Account when linked to another joint Account, will follow the operating mandate of the linked joint Account that is, the Wealth Premium Account will be operated: -

(a) singly, if any one joint Account holder of the linked joint Account may give instructions singly; or

(b) jointly, according to the operating mandate of the linked Account, if the Account holders of the linked joint Account are required to give instructions jointly.

Consolidated Statement of Account

38.9 Statements of the Wealth Premium Account will be sent to you on a monthly or other periodic basis and will contain information relating to the Wealth Premium Account and such information we deem fit relating to Accounts linked to it.

ATM

38.10 You may apply for an ATM card to be issued to you for the operation of the Wealth Premium Account and the Linked Accounts.

Overdraft

38.11 If you have a Deposit Account that is linked to your Wealth Premium Account, you may, using the required forms, apply for an Auto Limit Facility for the Wealth Premium Account or any Account (other than that Deposit Account) that is linked to it.

We May Grant Overdraft

38.12 Notwithstanding anything in these Terms: -

(a) we may, even though you may not have applied or requested for any overdraft, grant an overdraft facility for a Wealth Premium Account or any Account linked to it on such terms as we may decide; and

(b) if the Wealth Premium Account and/or any one or more Accounts linked to it is permitted by us to be overdrawn, we may, by notice to you in writing, designate any Deposit Account as security for the overdraft in which case, the terms relating to the Auto Limit Facility will apply to the Designated Deposit Account.

39. GLOBAL CURRENCY PREMIUM ACCOUNT

39.1 You may apply for a Global Currency Premium Account if you are an existing or new UOB Wealth Banking, Privilege Banking or Privilege Reserve client. The Global Currency Premium Account cannot be designated as a trust account.

39.2 The Global Currency Premium Account may be opened singly or jointly.

39.3 Any one account holder may operate the Global Currency Premium Account if it is opened jointly.

39.4 The type of foreign currency available in respect of the Global Currency Premium Account will be determined by us.

Risks

39.5 You acknowledge and accept that when you open a Global Currency Premium Account: -

(a) the foreign currency market is volatile;

(b) losses can be incurred as a result of adverse exchange rate movements; and

(c) Global Currency Premium Account interest rates may fluctuate daily and are subject to change without prior notice.

39.6 You shall open and maintain such Account(s) we may require from time to time for the purpose of facilitating your foreign currency transactions or receiving any Service.

39.7 Without prejudice to the generality of the clause immediately preceding above, we may from time to time when we deem necessary and without further reference to you, open and maintain further Accounts such as Global Currency Premium Accounts, Deposit Accounts or Dual Currency Accounts (in your name) to facilitate your foreign currency transactions or for you to receive any Service.

40 ONE ACCOUNT

40.1 The One Account is an Account denominated in Singapore Dollar. No paper statement or passbook will be issued. However, electronic statements can be retrieved through Personal Internet Banking.

40.2 The One Account can be opened singly or jointly. Each person can only maintain one (1) One Account at any time. If we become aware that you are holding more than one (1) One Account, whether singly or jointly, we reserve the right in our sole discretion to close and terminate any additional One Accounts.

40.3 You shall only operate your joint One Account on a joint-alternate basis. A joint-alternate account can be operated by each joint account holder singly and independently.

Interest

40.4 Base Interest is payable on the One Account. In addition, either Bonus Interest A OR Bonus Interest B is payable on the One Account, depending on whether you meet certain requirements. If the requirements are not met for any calendar month, you will not receive any Bonus Interest for that calendar month.

40.5 Base Interest is calculated at the end of each day based on each day-end balance and is accrued daily and credited at the end of each calendar month.

40.6 Bonus Interest is calculated at the end of each calendar month based on the monthly average balance and is credited at the beginning of following month. Monthly average balance is the summation of each day-end balance for each month divided by the number of calendar days for that month. We will determine the amount of monthly average balance which will earn Bonus Interest.

40.7 Base Interest and Bonus Interest are calculated based on rates we determine from time to time.

40.8 To receive any interest, your Account must be valid, subsisting and in good standing at all times as determined by us. To receive any Bonus Interest, your UOB credit card account and/or UOB debit card account must also be valid, subsisting and in good standing at all times as determined by us.

40.9 In the event that you hold more than one (1) One Account, only one (1) of the One Accounts (which we will determine at our sole discretion) is eligible for the Bonus Interest.

Bonus Interest

40.10 A primary account holder is the person listed as the main applicant in your One Account application ("**Primary Holder**").

40.11 A One Account will be eligible for Bonus Interest A if the Primary Holder successfully charges a minimum required sum in a calendar month on retail transactions to such UOB credit card and/or UOB debit card as determined by us, which is issued to the Primary Holder as the main cardholder ("Condition 1"). For this purpose, retail transactions charged by the Primary Holder's supplementary cardholder(s) will be accrued to and aggregated under the Primary Holder's principal card. A transaction is successfully charged if it has been posted in the Primary Holder's statement as falling within a calendar month.

40.12 "Retail transactions" refers to local and foreign retail transactions and recurring bill payments but excludes the following:

(a) previous months' outstanding;
(b) cash advances, balance transfers, fund transfers and fund withdrawals;
(c) instalment loans, monthly instalment under instalment payment plans or SmartPay;
(d) transactions arising from the use of your UOB credit card or UOB debit card for ATM transactions, NETS transactions, bill payments at AXS, SAM and NETS;
(e) fees, interests, late payment charges and other financial charges imposed by UOB;
(f) unposted, voided, cancelled, disputed and/or reversed transactions within the calendar month for any reason. We reserve the right to debit the amount of Bonus Interest credited from any of your Accounts if the adjustments arising from such unposted, voided, cancelled, disputed and/or reversed transactions have not been made within the relevant month; and
(g) any payment made with the following Merchant Category Codes ("MCC"):

Merchant Description Code (MCC)	***Description***
4829	Wire Transfer/Remittance
5199	Nondurable Goods
6012	Member Financial Institution – Merchandise and Services
6050	Quasi Cash – Financial Institutions, Merchandise and Services
6051	Quasi Cash – Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities – Brokers and Dealers
6513	Real Estate Agents & Managers – Rentals

6529	Quasi Cash – Remote Stored Value Load-Financial Institute Rentals
6530	Quasi Cash-Remote Stored Value Load – Merchant Rentals
6534	Quasi Cash – Remote Money Transfers
6540	Stored Value Card Purchase/Load
7349	Clean/Maint/Janitorial Serv aka Property Management
7511	Quasi Cash – Truck Stop Trxns
7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8062	Hospitals
8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior Colleges
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools and Educational Services–Not Elsewhere Classified
8398	Organizations, Charitable and Social Service
8661	Organizations, Religious
8651	Organisations, Political
9211	Court Costs including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payment
9402	Postal Services—Government Only
9405	Intra-Government Purchases—Government Only
9399	Government Services—not elsewhere classified

(h) any transactions made with the following transaction descriptions:

- AXS*
- CITYINDEX*
- EZ LINK*
- EZ-LINK*
- EZLINK*
- EZLINKS*
- FLASHPAY*
- NETSFLASHPAY*
- MB * MONEYBOOKERS.COM
- IPAYMY* (w.e.f. 1 Aug 2022)
- SINGPOST-SAM* (w.e.f. 1 Aug 2022)
- OANDA ASIA PAC
- OANDAASIAPA
- PAYPAL* PLUS500
- PAYPAL* PLUS500.COM
- PAYPAL * BIZCONSULTA
- PAYPAL* OANDAASIAPA
- PAYPAL * CAPITALROYA
- PLUS500
- PLUS500UK LIMITED
- RWS-LEVY* (w.e.f. 1 Aug 2022)
- CardUp* (w.e.f. 1 Aug 2022)
- Saxo Cap Mkts Pts Ltd
- SKR*PLUS500CY LTD
- SKR*SKRILL.COM
- TRANSIT*
- TRANSIT LINK*
- TRANSITLINK*
- WWW.IGMARKETS.COM.SG
- WWW.MYEZLINK.COM.SG
- WWW.PLUS500.CO.UK
- SMOOVE PAY* (w.e.f. 1 Aug 2022)
- RazerPay* (w.e.f. 1 Aug 2022)

(i) any other transactions we may exclude from time to time without prior notice.

40.13 A One Account will be eligible for Bonus Interest B if Condition 1 above is fulfilled AND one of the following conditions is fulfilled:
(a) you successfully credit your salary of a minimum required sum into your One Account in a calendar month; OR
(b) you perform the minimum required number of relevant GIRO debit transactions on your One Account in a calendar month.

40.14 Only salary credit transactions made via GIRO/PayNow reflected as “SALA”/”PAYNOW SALA” and/or such other transactions codes which we determine will be considered a successful salary credit. Any other forms of salary credit will not qualify.

40.15 A relevant GIRO debit transaction is a payment made to billing organisations (as we determine from time to time) via GIRO.

40.16 We reserve the right to determine and vary the minimum required sum or number of transactions at our sole discretion and from time to time.

Cheques

40.17 You will be provided with a cheque facility under which you may draw and issue Singapore dollar cheques on the One Account. Charges may be applicable for issue of cheque books.

General

40.18 The prevailing interest rates and/or eligibility requirements for the Base Interest and Bonus Interest will be available at www.uob.com.sg.

40.19 If you close your One Account before the crediting of any Bonus Interest earned, such Bonus Interest earned shall be forfeited.

40.20 If we subsequently discover that you are in fact not eligible for the Bonus Interest or there is any error or mistake in the calculation or crediting of the Bonus Interest, we may forfeit the crediting of the Bonus Interest; amend, correct or adjust the calculation of the Bonus Interest; or debit the value of the Bonus Interest, if already awarded, from any of your Accounts. Where the monies standing to the credit of your Accounts are not sufficient to reimburse the Bank for the value of the Bonus Interest awarded, you shall immediately reimburse us for the value of the Bonus Interest awarded.

40.21 The Bonus Interest is not valid with any other privileges or promotions relating to Deposit Accounts unless otherwise stated.

40.22 We shall not be responsible for any failure or delay in the transmission or posting of card transactions which may result in a transaction made by you or your supplementary cardholder being omitted and affect your eligibility for the Bonus Interest.

40.23 If there is any conflict or inconsistency between these Terms and the terms governing any related products and services, these Terms shall prevail in relation to any matter concerning the One Account. In the event of any inconsistency between these Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the One Account, these Terms shall prevail.

41. STASH ACCOUNT

41.1 The Stash Account is an Account denominated in Singapore Dollar.

41.2 No paper statements of the Stash Account will be issued or sent by post. However, electronic statements of the Stash Account can be retrieved through Personal Internet Banking.

41.3 The Stash Account can be opened singly or jointly. At any time, you can only maintain one (1) Stash Account in your sole name, and/or multiple Stash Accounts in joint names, provided that your joint holder for each of these Stash Accounts is different. If we become aware that you are holding more than one (1) Stash Account, whether singly or with the same joint holder, we reserve the right in our sole discretion to close and terminate any of these Stash Accounts.

Base Interest

41.4 A prevailing base interest ("**Base Interest**") is payable on the Stash Account. Base Interest is calculated at the end of each day, based on each day-end balance in the Stash Account and is accrued daily and credited at the end of each calendar month.

Bonus Interest

41.5 In addition to the Base Interest, a bonus interest ("**Bonus Interest**") is payable on the Stash Account if you meet the requirements for the Bonus Interest, as may be determined by us. If these requirements are not met for any calendar month, you will not receive any Bonus Interest for that calendar month.

41.6 A Stash Account will be eligible for Bonus Interest for the calendar month if:

(a) the required minimum Monthly Average Balance is achieved in that calendar month; and

(b) the Monthly Average Balance for that calendar month is **equal to or more than** the Monthly Average Balance for the preceding calendar month .

In relation to the Stash Account:

"**Monthly Average Balance**" means the summation of each day-end balance in the Stash Account for each calendar month divided by the number of calendar days for that month.

41.7 Bonus Interest is calculated at the end of the calendar month, based on the Monthly Average Balance for that calendar month, and credited at the beginning of the following calendar month.

41.8 We may from time to time, at our discretion, impose limits on the amount of the Monthly Average Balance which will earn Bonus Interest ("**Applicable Limits**").

General

41.9 The prevailing Base Interest rate, Bonus Interest rate, required minimum Monthly Average Balance, and Applicable Limits can be found at www.uob.com.sg.

41.10 We may from time to time at our discretion, determine and vary the Base Interest rate; Bonus Interest rate; required minimum Monthly Average Balance; Applicable Limits; and the requirements for the Bonus Interest.

41.11 To receive any interest, the Stash Account must be valid, subsisting and in good standing at all times as determined by us.

41.12 If you close your Stash Account before the crediting of any Bonus Interest earned, such Bonus Interest earned shall be forfeited.

41.13 If we subsequently discover that you are in fact not eligible for the Bonus Interest or there is any error or mistake in the calculation or crediting of the Bonus Interest, we may forfeit the crediting of the Bonus Interest; amend, correct or adjust the calculation of the Bonus Interest; or debit the value of the Bonus Interest, if already awarded, from any of your Accounts. Where the monies standing to the credit of your Accounts are not sufficient to reimburse the Bank for the value of the Bonus Interest awarded, you shall immediately reimburse us for the value of the Bonus Interest awarded.

41.14 The Bonus Interest is not valid with any other privileges or promotions relating to Deposit Accounts unless otherwise stated.

41.15 If there is any conflict or inconsistency between these Terms and the terms governing any related products and services, these Terms shall prevail in relation to any matter concerning the Stash Account. In the event of any inconsistency between these Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Stash Account, these Terms shall prevail.

42. MIGHTY FX

42.1 Mighty FX comprises of a set of Mighty FX foreign currency accounts which you may apply for to be opened only as an add-on to an existing Deposit Account denominated in Singapore Dollar ("Base Account").

42.2 We will decide and may change the type of Base Accounts that are eligible for Mighty FX. The Base Account cannot be a trust account. If the Base Account is a joint account, it must be operated on a joint-alternate basis.

42.3 The Mighty FX foreign currency accounts opened will be linked to your Base Account. The Mighty FX foreign currency accounts will be operated on a joint-alternate or singly basis, depending on whether the Base Account may be operated on a joint-alternate or singly basis.

42.4 The type of Mighty FX foreign currency accounts available will be determined by us. We may introduce a new foreign currency account for Mighty FX, in which case such new foreign currency account will be available for you.

42.5 Inward and outward remittances are not allowed for Mighty FX foreign currency account denominated in Chinese Renminbi (Offshore) ("Mighty FX CNH Account"). All placements and deposits of Chinese Renminbi (Offshore) into your Mighty FX CNH Account must be by way of conversion from a non-Chinese Renminbi (Offshore) denominated currency supported by Mighty FX to Chinese Renminbi (Offshore). All withdrawals of Chinese Renminbi (Offshore) from your Mighty FX CNH Account must be by way of conversion of Chinese Renminbi (Offshore) to a non-Chinese Renminbi (Offshore) denominated currency supported by Mighty FX.

Risks

42.6 You acknowledge and accept when you apply for Mighty FX that: -

(a) the foreign currency market is volatile;

(b) losses can be incurred as a result of adverse exchange rate movements; and

(c) interest rates applicable to the Mighty FX foreign currency accounts may fluctuate daily and are subject to change without prior notice

Interest

42.7 Unless otherwise stated, interest on the Mighty FX foreign currency accounts credit balances is payable at a rate we determine.

Consolidated Statement of Account

42.8 Consolidated statements for the Mighty FX foreign currency accounts may be retrieved by or sent to you on a monthly or other periodic basis in accordance with the manner in which the Base Account statements are retrievable by or sent to you, and will contain information relating to Mighty FX foreign currency accounts and such information we deem fit relating to Mighty FX.

Closing Account

42.9 All Mighty FX foreign currency accounts will automatically be closed upon closure of the relevant Base Account. You may choose to close all the Mighty FX foreign currency accounts without closing the Base Account. The Mighty FX foreign currency accounts must be closed together as a set.

42.10 Mighty FX will also be governed by the terms and conditions governing the relevant Base Account in these Terms. In the event of any inconsistency between the terms and conditions governing Mighty FX and these Terms, the terms and conditions governing the Mighty FX shall prevail in relation to any matter concerning Mighty FX.

43. LADY'S SAVINGS ACCOUNT

43.1 The Lady's Savings Account is an Account denominated in Singapore Dollar.

43.2 No paper statements of the Lady's Savings Account will be issued or sent by post. However, electronic statements of the Lady's Savings Account can be retrieved through Personal Internet Banking.

43.3 The Lady's Savings Account can only be opened singly. At any time, you can only maintain one (1) Lady's Savings Account in your sole name. If we become aware that you are holding more than one (1) Lady's Savings Account, we reserve the right in our sole discretion to close and terminate any of these Lady's Savings Account(s).

43.4 The Lady's Savings Account is only applicable to females.

Base Interest

43.5 A prevailing base interest is payable on the Lady's Savings Account. Base interest is calculated at the end of each day, based on each day-end balance in the Lady's Savings Account and is accrued daily and credited at the end of each calendar month. The prevailing base interest rate can be found at www.uob.com.sg.

Female Cancer Benefit

43.6 In addition to the base interest, a Female Cancer Benefit (more particularly set out in the Master Policy Agreement attached as Appendix 2 to these Terms) ("Benefit") will be awarded on the Lady's Savings Account if you meet the requirements for the Benefit, as may be determined by us and/or the insurer. If these requirements are not met, you will not receive any Benefit.

43.7 The Benefit premiums will be paid by us. The Benefit, the eligibility for claim of the Benefit, amount of claims payable, termination of Benefit, claim procedures and exclusions are set out in the Master Policy Agreement attached as Appendix 2 to these Terms. The UOB Lady's Savings Account Group Cancer Plan is governed by the Master Policy Agreement. The Lady's Savings Account Holder has no rights to enforce any term of the Master Policy Agreement against us or the insurer.

43.8 The Lady's Savings Account Holder must not transfer, assign, pledge, charge or otherwise encumber to any third party whether by security or otherwise (such as, by declaration of trust) any of their rights or obligations under this Master Policy Agreement.

Other Benefits

43.9 We may determine the type of other benefits applicable to the Lady's Savings Account such as one (1) complimentary health check in a calendar year and discounted medical benefits provided by third parties. You are responsible for the cost of all medical or other services provided by these third parties. Neither we nor the third party service provider, is liable to you for any Loss in connection with the services provided.

43.10 These other benefits or services are supplied by third party service providers and we are not an agent of the service providers. Accordingly, we make no warranty or representation as to the quality, value, merchantability or fitness for purpose of these services and assume no liability or responsibility for the acts or omissions of the service providers or any non-performance or defects in the services. Any dispute regarding the services is to be resolved directly with the service providers. We shall not be required to assist or act on your behalf in communicating with the service providers.

General

43.11 We may from time to time at our discretion, determine and vary the base interest rate, the Benefit and the other benefits applicable to Lady's Savings Account and the terms of the Master Policy Agreement including the minimum monthly average balance and the other requirements for the Benefit.

43.12 We may at any time, by notice to you in writing, terminate or withdraw the Master Policy Agreement and any other benefits applicable to the Lady's Savings Account.

43.13 To receive any interest, Benefit and any other benefits, the Lady's Savings Account must be valid, subsisting and in good standing at all times as determined by us.

43.14 The Benefit and other benefits applicable to the Lady's Savings Account will cease automatically when you close your Lady's Savings Account.

43.15 If we subsequently discover that you are in fact not eligible for the Benefit or there is any error or mistake in the calculation or awarding of the Benefit, we may forfeit the awarding of the Benefit; amend, correct or adjust the calculation of the Benefit; or debit the value of the Benefit, if already awarded, from any of your Accounts. Where the monies standing to the credit of your Accounts are not sufficient to reimburse the Bank for the value of the Benefit awarded, you shall immediately reimburse us for the value of the Benefit awarded.

43.16 If there is any conflict or inconsistency between these Terms and the terms governing any related products and services, these Terms shall prevail in relation to any matter concerning the Lady's Savings Account. In the event of any inconsistency between these Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Lady's Savings Account, these Terms shall prevail.

44. UOB LOCKAWAY ACCOUNT

44.1 The UOB LockAway Account is an Account denominated in Singapore Dollar, which you may apply for to be opened only as an add-on to an existing Deposit Account denominated in Singapore Dollar.

44.2 Monies from the UOB LockAway Account may only be withdrawn in person by you or the Authorised Person in accordance with the operating mandate at any of our branches in Singapore, subject to such regulations and requirements as we may impose. For the avoidance of doubt, the Authorised Person must be appointed in accordance with the prevailing regulations and requirements of UOB.

44.3 Monies from the UOB LockAway Account cannot be withdrawn by any other means, including but not limited to online transactions, Personal Internet Banking, Mobile Services, cheque, ATM withdrawals and debit instructions given through the Call Centre Service. For the avoidance of doubt, debit instructions will only be accepted for the UOB LockAway Account if you or the Authorised Person provide the debit instruction in person at any of our branches in Singapore. This clause shall not prevent or restrict us from exercising our rights under Clause 18 (*Our Security and Right of Set-Off*).

44.4 Notwithstanding Clauses 44.2 and 44.3 above, inward remittances are permitted for the UOB LockAway Account. The UOB LockAway Account can receive credit transfers through Personal Internet Banking, Mobile Services, cheque, ATM transfers and other means.

44.5 You acknowledge and accept when you apply for the UOB LockAway Account that:

(i) monies held in the UOB LockAway Account can only be withdrawn in person by you or the Authorised Person with original identification documents at any of our branches in Singapore. You may refer to UOB website for branch locations and operating hours;

(ii) you will not have access to your monies held in the UOB LockAway Account if you and (where applicable) the Authorised Person are located overseas or are otherwise unable to visit our branch in Singapore in person; and

(iii) we can disregard any debit or withdrawal instruction given by you or the Authorised Person in person at our branch in Singapore if your identity or the Authorised Person's identity cannot be verified to our satisfaction.

44.6 No paper statements of the UOB LockAway Account will be issued or sent by post. However, electronic statements of the UOB LockAway Account can be retrieved through Personal Internet Banking or Mobile Services.

44.7 In view of the withdrawal restrictions, no debit or ATM card will be issued for the UOB LockAway Account. You may check your LockAway Account balance through Personal Internet Banking or Mobile Services.

44.8 The UOB LockAway Account can be opened singly or jointly. At any time, you can only maintain one (1) UOB LockAway Account in your sole name, and/or multiple UOB LockAway Accounts in joint names, provided that your joint holder for each of these UOB LockAway Accounts is different. If we become aware that you are holding more than one (1) UOB LockAway Account, whether singly or with the same joint holder, we reserve the right in our sole discretion to close and terminate any of these UOB LockAway Accounts.

Interest

44.9 Interest is payable on the UOB LockAway Account. Interest is calculated at the end of each day, based on each day-end balance in the UOB LockAway Account and is accrued daily and credited at the end of each calendar month.

General

44.10 The prevailing interest rate for the UOB LockAway Account can be found at www.uob.com.sg.

44.11 We may from time to time at our discretion, determine and vary the interest rate.

44.12 To receive any interest, the UOB LockAway Account must be valid, subsisting and in good standing at all times as determined by us.

44.13 If there is any conflict or inconsistency between these Terms and the terms governing any related products and services, these Terms shall prevail in relation to any matter concerning the UOB LockAway Account. In the event of any inconsistency between these Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the UOB LockAway Account, these Terms shall prevail.

45. CHEQUE TRUNCATION SYSTEM

Collecting / Presenting Bank

45.1 We may (but shall not be obliged to) submit for CTS Clearing and/or Settlement and payment, all CTS Articles presented to us for collection.

45.2 You must not present any IRD to any person (other than us) for collection or payment.

45.3 Any altered, mutilated or defaced IRD may be rejected.

45.4 We may retain any CTS Article presented to us for any period of time we decide and may destroy it after such period.

45.5 We may (but shall not be obliged to) mark any CTS Item relating to any SGD CTS Article and charge a fee for doing so.

Dishonoured CTS cheque

45.6 You will be provided with an IRD for a CTS Article if that article is dishonoured. If you request for a dishonoured CTS Article to be returned, you agree that we may (but shall not be obliged to) return it by any means we select, at your risk and expense and in exchange, you must return the IRD to us.

45.7 No replacement for any lost IRD will be given.

Paying Bank

45.8 We may: -

(a) honour and make payment on any Customer CTS Article presented in the manner provided under any applicable law or in the form of a CTS Image File for CTS Clearing and/or Settlement in accordance with the Bye-Laws and the Settlement Arrangements or any other arrangements requiring us to honour or make payment in respect of such articles or image files;

(b) debit any Account for the amount we paid in connection with any Customer CTS Article;

(c) honour and make payment on any Customer CTS Article signed without any stamp or seal and may dishonour and reject any Customer CTS Article which bears any stamp or seal.

45.9 We need not: -

(a) require the Customer CTS Article or CTS Image Item of the Customer CTS Article to be delivered whether before or after we honour or make payment on it;

(b) return the Customer CTS Article or CTS Image Item of the Customer CTS Article which we have honoured or made payment on. If you request for the return of such Customer CTS Article, we may (but shall not be obliged to) request the presenting bank to retrieve it and you must pay us the fees we charge for making the request and returning the Customer CTS Article;

(c) honour any cheque, bill of exchange, instrument or document which is not drawn in accordance with the specifications we require.

Dispatch of IRD and Customer CTS Article

45.10 The IRD and Customer CTS Article may be dispatched in any manner we select, at your risk and expense.

Clearing and Settlement of CTS Articles

45.11 **SGD and USD**: A CTS Article denominated in SGD or USD presented for collection and payment into an Account that is not denominated in the same currency as the CTS Article, will be converted into the currency of that Account at our prevailing rate of exchange.

45.12 **Non-SGD and Non-USD**: A CTS Article denominated in a currency other than SGD or USD presented for collection and payment into an Account that is not denominated in the same currency as the CTS Article, will be converted into the currency of that Account at the paying bank's prevailing rate of exchange.

PART K. MEANING OF WORDS

Account refers to any account you now or hereafter have with us or and any other account offered by us in the future and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

ATM means Automated Teller Machine.

Auto Limit Facility has the meaning given to it in Clause 6.4.

Authorisations means all authorisations, consents, licences or approvals (whether under any applicable law or otherwise).

Authorised Person means a person (either alone or jointly with any another person/person(s)) you authorise and whom we have approved , to act for you or on your behalf to give any instruction, execute or sign any document, operate or use any Account or Service, or effect any transaction.

business day means any day other than a Saturday, Sunday, public holiday or bank holiday in Singapore. Business day for foreign currency deposits means a day on which we and any relevant business centre required for the relevant foreign currency transaction are open for business.

Call Centre Service means call centre and phone banking services we provide to you from time to time.

Cash Out means the service pursuant to which cash is dispensed or withdrawn in Singapore Dollars via the Electronic Funds Transfer at Point of Sale system from a merchant's point of sale terminal (with NETS functionality) or NETS terminal with the use of a Card with NETS functionality that is linked to a current account or savings account **(excluding child development accounts)** maintained with the Bank. Such cash dispensed or withdrawn is subject to the NETS daily default limit and such conditions as the Bank or the merchant may prescribe from time to time. This service is available only in Singapore.

Collateral means any deposit, sum, document, instrument, chattel, bond, debenture, shares or other security, and any other valuables held by us (including in safe custody) in your name or on your behalf now or in the future.

Costs includes costs, fees, charges, commissions and expenses including legal costs (on a full indemnity basis).

CPF means the Central Provident Fund of Singapore.

CPF Board means the Central Provident Fund Board of Singapore.

CPF Scheme refers to CPF Investment Schemes.

CTS means cheque truncation system.

CTS Article means the SGD CTS Article and the Non-SGD CTS Article, as the case may be.

CTS Bye-Laws means the CTS Bye-Laws and the Non-SGD CTS Bye-Laws, as the case may be.

CTS Clearing, has the same meaning as defined in the CTS Bye-Laws.

CTS Image File, has the same meaning as defined in the CTS Bye-Laws.

CTS Item, has the same meaning as defined in the SGD CTS Bye-Laws.

Customer CTS Article means a CTS Article which appears to be signed, issued or drawn by or on your behalf.

Deposit means any Singapore Dollar or foreign currency time/fixed deposit maintained in any Deposit Account.

Deposit Account means any Singapore Dollar or foreign currency time/fixed Deposit Account opened and/or maintained with us.

Designated Deposit Account has the meaning given to it in Clause 6.4.

Device means any security device we issue to and designate for use by you to access any Service.

IRD means an Image Return Document as defined in the CTS Bye-Laws.

Liability means all debts, liabilities or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

Linked Account Label means the name you specify to use in order to identify a linked Account.

Loss includes claims, actions, losses, damages, demands, liabilities and Costs of any kind.

Master Insurance Agreement means the terms and conditions of the insurer governing the Policy relating to the Junior Savers Account. The capitalised terms Members, Insured Members and Eligible Members in the Master Insurance Agreement to refer to the Co-Holder. The Master Insurance Agreement is attached as Appendix 1 to these Terms.

Mobile Services mean the banking services and/or products we offer from time to time through the medium of a mobile equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

NETS means Network for Electronic Transfers (Singapore) Private Limited.

Non-SGD CTS Articles means "Articles" as the term is defined in the Non-SGD CTS Bye-Laws.

Non-SGD CTS Bye-Laws means the Bye-Laws of the Singapore Clearing House Association in respect of CTS (Non-SGD Clearing Currencies Clearing and Settlement).

Payee Corporations means corporation(s) whose bills can be paid through the use of the Call Centre Service.

Personal Internet Banking means the personal internet banking services and/or products we offer from time to time through any equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

PIN means the password, login-ID, PIN (personal identification number), CIN (customer identification number, made up of an access code and a PIN), electronic identification signature or codes given to, or chosen by, you or the Authorised Person that is used to confirm your or the Authorised Person's identity when accessing an Account.

Relevant Currency means the currency of the relevant country or the single currency of the monetary union.

S$ or **SGD** means the lawful currency for the time being of Singapore.

Scheme means either the CPF Scheme or the SRS Scheme.

Schemes mean the CPF Scheme and the SRS Scheme.

Services refer to any services we may provide to you including but not limited to ATM card services, Cash Out services, Call Centre services, electronic or Personal Internet Banking services or Mobile Services.

Settlement Arrangement means the arrangement between us, any regulatory authority, any clearing house or any settlement bank relating to the clearing and settlement of SGD CTS Articles.

Settlement means settlement of our position resulting from CTS Clearing.

SGD CTS Article refers to "Articles" as the term is defined in the SGD CTS Bye-Laws.

SGD CTS Bye-Laws means the Bye-Laws of the Singapore Clearing House Association in respect of CTS (SGD Clearing and Settlement).

SRS Account means the account opened by you under the SRS Scheme with the SRS Operator

SRS means the Supplementary Retirement Scheme

SRS Operator means any financial institution participating in the SRS Scheme and acts as a custodian of contributions made under the SRS Scheme pursuant to an agreement with the Ministry of Finance, Singapore.

SRS Scheme means the Supplementary Retirement Scheme

Third Parties means persons or corporations other than yourself.

Third Party Bills means bills incurred by Third Parties to the Payee Corporation and bearing reference numbers given by you.

USD means United States dollars, which is the lawful currency of the United States of America.

we / us / our / ourselves / the Bank means United Overseas Bank Limited and shall include its successors and assigns.

you / yourself refers to you (whether alone or jointly with another person/persons)

APPENDIX 1

MASTER INSURANCE AGREEMENT
JUNIOR SAVERS ACCOUNT

The Agreement **1**

1. You are responsible for the completeness and accuracy of information in any document provided by you to us and for compliance with the conditions of this Policy.
2. This Policy may be void if any information you give to us is incomplete or inaccurate or if you do not comply with the conditions of this Policy.
3. This Policy is governed by and interpreted according to the laws of the Republic of Singapore.
4. The premium and benefits are payable in Singapore dollars.
5. In this Policy, where consistent with the contents:
   (a) the singular shall include the plural and the plural the singular;
   (b) words importing the masculine gender shall include the feminine gender; and
   (c) undefined capitalised terms bear the meanings given in the Terms and Conditions for Junior Savers Account.

Definitions **2**

1. "we" and "us" mean United Overseas Bank Limited.
2. "Policy" and "Contract" mean the Policy agreed between United Overseas Bank Limited and Prudential Assurance Company Singapore (Pte) Limited. In this Agreement the terms "Policy" and "Contract" may be used interchangeably.
3. "Policy Effective Date" means the date when this Policy becomes effective.
4. "DTPD Month" with regard to a Co-Holder in respect of which a claim is submitted, shall mean the month in which the Co-Holder dies, or is Totally and Permanently Disabled (as defined in this Appendix 1).
5. "Coverage Anniversary" means the anniversary of the Insured Member's Entry Date.
6. "Coverage Year" means either the period between:
   (a) the Insured Member's Entry Date and the first Coverage Anniversary; or
   (b) Subsequent Coverage Anniversary dates.
7. "Average Daily balance" shall mean the average daily balance of funds in the Junior Savers Account as calculated by aggregating the daily balances over a calendar month and dividing the aggregated total by the number of days in that month.
8. "Qualifying Balance" shall mean the average daily balance of funds in the Junior Savers Account during the Qualifying Claim Period as calculated by aggregating the Average Daily Balance for each month of the Qualifying Claim Period and dividing the aggregated total by the number of months in that Period.
9. "Qualifying Claim Period" shall mean the 6-month period immediately prior to the DTPD Month (including the DTPD Month itself), provided that if the Junior Savers Account has been opened for a period of less than 6 months, "Qualifying Claim Period" shall refer to that shorter period (including the DTPD Month itself).
10. "Member" means a person who opens a joint account with us in his and her name and in the name of his or her child falling within the Junior Account Saver scheme offered by us and who fulfils the following conditions:
    (a) is between 21 and 64 years of age as of the date of his or her last birthday;
    (b) opens the account jointly with his or her child who is below 17 years of age;
    (c) is residing in Singapore at the time of opening of the Junior Savers Account; and
    (d) is the natural parent or legal guardian of the child with whom he or she jointly opened the Junior Savers Account.
11. "Eligible Member" means a Member, who has not been disqualified by any other provision of this Policy and is entitled to participate in the insurance coverage provided by this Policy.
12. Insured Member" means an Eligible Member on the date of the opening of the Junior Savers Account and who has maintained a minimum Average Daily Balance of S$3,000.00 for each month of the Qualifying Claim Period.
13. "Contributory Insurance Plan" means Group insurance coverage extended to the Insured Members;
    (a) for premium paid either partially or in full by the Insured Members; and/or
    (b) where the Insured Member has an option to select the level of his benefits.
14. "Non-contributory Insurance Plan" means Group insurance coverage that we have extended to cover the Insured Members of which premium is paid solely by us.
15. "Entry Date" means the date when an Eligible Member becomes an Insured Member.
16. "Sickness" means a physical condition marked by a pathological deviation from the normal healthy state.
17. "Injury" means bodily injury sustained accidentally by an event caused solely and directly by violent, unexpected and external means, and is independent of all other causes.
18. "Registered Medical Practitioner" means a person properly qualified by Degree in western medicine to practice medicine. Additionally, he must be legally authorised in the geographical area of his practice to render medical or surgical services. However, this excludes a Registered Medical Practitioner who is the

Insured Member himself or a member of the Insured Member's immediate family.

19. "Total and Permanent Disability" and "Totally and Permanently Disabled" means the Insured Member:

(a) is totally and permanently disabled to the extent of not being able to engage in any occupation, business or activity which pays an income; or
(b) has suffered total and irrecoverable loss of the effective use of:
- both eyes; or
- any two limbs at or above the wrist or ankle; or
- one eye and any one limb at or above the wrist or ankle.

Member Participation **3** An Eligible Member shall become eligible to participate if he is in good health, has not been hospitalized or suffered from any physical defects, injuries or impairments 6 months before his Entry Date under this Policy.

Member Termination **4** The insurance coverage of an Insured Member automatically stops on the following dates, whichever is the earliest;

(a) the date on which the Junior Savers Account is "closed";

(b) the date on which the Insured Member attains the age of 65;

(c) the date on which the Junior Saver attains the age of 17; or

(d) the date we inform the Insured Member that the policy terminates as a result of war or an act of war. We shall have the sole discretion in determining the date.

Benefits Available **5** We shall pay:

1. Upon satisfactory proof of death or Total & Permanent Disability of an Insured Member, we shall credit into the account, the benefits as per the attached Policy Table up to a maximum amount of S$150,000.00
2. Where an Insured Member has opened more than one Junior Savers Account with the Bank, the total aggregate maximum benefit payable shall be capped at the maximum of S$150,000.00

Exclusion For Group Term Life/ Total & Permanent **6** Payment will not be made on claims made in respect of the Group Term Life/Total & Permanent Disability Benefit if the injury or death of the Insured Member arises directly or indirectly out of one of the following disability:

1. war or warlike activities which include invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
2. suicide or attempted suicide or intentional self-injury while sane or insane within one year from the Insured Member's Entry Date;
3. unlawful act, the hand of justice or wilful exposure to unnecessary danger except in the attempt to save human life;
4. participation in a riot, strike, terrorism, civil commotion, violation or attempted violation of law;
5. engaging in air travel except as a passenger in a commercial airplane;
6. taking part in professional sports;
7. racing of any kind;
8. pre-existing condition, Sickness, diseases or impairments from which the Insured Member is suffering (whether known or unknown to the Insured Member as long as the cause and pathology of the conditions have already existed) prior to the Insured Member's Entry Date;
9. death due to pregnancy or complication in childbirth; or
10. presence of any Human Immunodeficiency Virus Infection (HIV), Acquired Immunodeficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any sexually transmitted diseases.

Making a Claim **7** We must receive satisfactory proof of loss within a reasonable period of time so as to enable us to make the claim with the insurer within 90 days from the date of loss. If we receive the claim documents or application after such time, your claim will not be considered.

Group Term Life Claim **8** The following documents must be sent to us as soon as practicable in support of a claim:

(a) Notification of death of the Insured Member;

(b) NRIC No;

(c) A completed death claim form.

(d) Death certificate in the event of death of the Insured Member;

(e) Medical Report (if any) from the last doctor who treated the Insured Member; and

(f) 3 copies of Clinical Abstract Application Form.

(g) Any other documents as may be reasonably requested by us to substantiate the claim.

Total & Permanent Disability Claim	**9**	1. The following documents must be sent to us as soon as practicable: (a) Notification of disability of the Insured Member; (b) NRIC No; (c) a completed claim form; (d) Medical Report (if any) from the last doctor who treated the Insured Member, at your expense; (e) 3 copies of clinical Abstract Application Form; (f) Any other documents as may be reasonably requested by us to substantiate the claim. 2. We reserve the right to ask you to provide more documents or evidence to help us assess the claim, the expense of which would be deducted from the benefit payable under this policy. We shall have the right to appoint a Registered–˝Medical Practitioner to re-examine the Insured Member if we deem it necessary.
Payment of Benefits	**10**	Where coverage is extended to an Insured Member: 1. We shall pay either when an Insured Member dies or is certified by a Registered Medical Practitioner to be Totally and Permanently Disabled and not both; and 2. Our payment of benefit on any Insured Member under any one claim shall be considered a valid discharge to us and shall release us of all claims, demand, liability and damages, whatsoever in respect of the coverage for the Insured member in question under this Policy.
Examination	**11**	We reserve the right to: 1. have the Insured Member examined by a Registered Medical Practitioner of our choice before payment is made under this Policy; 2. examine the Insured Member as often as needed during claims processing; 3. call for an autopsy in the case of death where it is not forbidden by law; and 4. charge the Insured Member and/or you for any costs as aforesaid.
Assignment	**12**	The Insured Member or his nominees cannot assign this Policy to anyone.

POLICY TABLE

Members:		All Insured Members who are aged 21 to 59 last birthday.
Maximum Age of Coverage:		65 years of age
Classification	Tier 1	Junior Savers Accounts with a Qualifying Balance of at least S$3,000.00 up to a maximum of S$9,999.99 The account must maintain an Average Daily Balance of S$3,000.00 for the Qualifying Claim Period.
	Tier 2	Junior Savers Accounts with a Qualifying Balance of at least S$10,000.00 up to a maximum of S$49,999.99 for the Qualifying Claim Period. The account must maintain an Average Daily Balance of S$3,000.00 per month for the Qualifying Claim Period.
	Tier 3	Junior Savers Accounts with a Qualifying Balance of more than S$50,000.00 for the Qualifying Claim Period. The account must maintain an Average Daily Balance of S$3,000.00 per month for the Qualifying Claim Period.
Changes in Classification to be Effective:		On the date of such change.
Rate of Benefits:	Tier 1	50% of the Qualifying Balance of the Junior Savers Account subject to a maximum of S$150,000.00
	Tier 2	70% of the Qualifying Balance of the Junior Savers Account subject to a maximum of S$150,000.00
	Tier 3	100% of the Qualifying Balance of the Junior Savers Account subject to a maximum of S$150,000.00

APPENDIX 2

MASTER POLICY AGREEMENT
UOB LADY'S SAVINGS ACCOUNT GROUP CANCER PLAN

Section A – Agreement

1. This Policy is governed by and interpreted according to the laws of the Republic of Singapore.

2. 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 limits of coverage, where applicable, please contact your insurer or visit the General Insurance Associations (GIA) / Life Insurance Association (LIA) or SDIC web-sites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

3. The premium and benefits are payable in Singapore dollars (S$).

4. A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act to enforce any of the terms and conditions of this Policy.

5. In this Policy, to be consistent with the contents, the singular shall include the plural and the plural the singular.

Section B – Definitions

1. ***"you"*** or ***"UOB"*** means United Overseas Bank Limited (Company Registration No. 193500026Z), a company incorporated in the Republic of Singapore and having its registered office at 80 Raffles Place, UOB Plaza, Singapore 048624.

2. ***"we"*** and ***"us"*** means Prudential Assurance Company Singapore (Pte) Limited (Company Registration No. 199002477Z), a company incorporated in Singapore and whose registered office is at 30 Cecil Street #30-01, Prudential Tower, Singapore 049712; and duly licensed by the Monetary Authority of Singapore to conduct life insurance business.

3. ***"Accountholder"*** means any accountholder of the UOB Lady's Savings Account. She must be a Singapore Resident, meaning a Singaporean, a Singapore Permanent Resident or someone with a valid pass at the point of account opening.

4. ***"Benefit"*** means the UOB Lady's Savings Account Group Cancer Plan Benefit.

5. ***"Cover Start Date"*** means the date the Life Insured opens the UOB Lady's Savings Account and the start of the insurance coverage under the UOB Lady's Savings Account Group Cancer Plan benefit. You need to inform us and provide the relevant details of the Life Insured so that the insurance coverage can start.

6 ***"Insurance"*** means the UOB Lady's Savings Account Group Cancer Plan provided by us to UOB in respect of the Life Insured under this Policy.

7. ***"Life Insured"*** means the accountholder of the UOB Lady's Savings Account who is entitled to the Insurance coverage. She must be at least 16 years old at her last birthday and below 64 years old at her last birthday. However, she must be an Accountholder before 55 years old at her last birthday.

8. ***"Policy"*** means this UOB Lady's Savings Account Group Cancer Plan policy.

6. ***"Pre-existing Conditions"*** means the existence of any signs or symptoms for which treatment, medication, consultation, advice or diagnosis has been sought or received by the Life Insured or would have caused an ordinary prudent person to seek treatment, diagnosis or cure, prior to the cover start date or date of reinstatement (if any) of this benefit.

7. *"****Registered Medical Practitioner****"* is any person properly qualified by degree in western medicine to practice medicine and is licensed by the appropriate medical authority of his country of residence to practice medicine within the scope of his licensing and training and excludes the Life Insured or a family member.

Section C – Commencement

Insurance will be provided to a Life Insured under this Policy from the Cover Start Date. Each Life Insured is provided with one (1) insurance cover on one (1) UOB Lady's Savings Account.

Section D – Benefits

Subject to the terms and conditions of this Policy, the following benefits are available:

1. **Female Cancer Benefit**
   The Policy Schedule shows the actual benefits the Life Insured has. We pay 100% of the sum assured in a lump sum when a Life Insured is diagnosed by a Registered Medical Practitioner as having any one of the female cancers listed below:

Malignant Cancer of the:
- breast
- cervix uteri
- uterus
- fallopian tube
- ovary
- vagina/vulva

We can ask for a medical examination to be carried out by a medical practitioner registered with the Singapore Medical Council if we decide the medical reports the Life Insured gives us are not enough for our purposes. A Life Insured can only claim for one female cancer (see list above). The benefit automatically ends when we pay 100% of the sum assured. This means that after a successful claim payout, if the Life Insured closes the existing UOB Lady's Savings Account and opens a new UOB Lady's Savings Account, this benefit will not apply. Malignant Cancer is defined as a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue to any of the following sites: breast, cervix uteri, uterus, ovary, fallopian tube, vagina and vulva.

This excludes:
- secondary cancer, which is cancer that originated from other organs and spread to the female reproductive organs and breast;
- carcinoma-in-situ (non-invasive cancer); and
- tumours in the presence of any human immunodeficiency virus (HIV).

The diagnosis must be supported by histological evidence of malignancy and has to be confirmed by an appropriate medical specialist.

2. Sum Assured

The sum assured of the UOB Lady's Savings Account Group Cancer Plan benefit is decided using the rolling average of the past three months' Monthly Average Balances of the Life Insured's UOB Lady's Savings Account
The Monthly Average Balance is calculated by adding the ending daily balances of the Life Insured's UOB Lady's Savings Account for the calendar month and dividing the total by the number of calendar days in that month.

$$\text{Monthly Average Balance} = \frac{\text{sum of the ending daily balances}}{\text{number of calendar days in the month}}$$

The rolling average of past three months' Monthly Average Balances is calculated by adding the Monthly Average Balances of the past three months of the Life Insured's UOB Lady's Savings Account and dividing the total by three.

Monthly Average Balance (rolling average of the past three months)	**Sum Assured**
S$10,000 and below	S$1,000
S$10,001 – S$25,000	S$10,000
S$ 25,001 – S$50,000	S$25,000
S$ 50,001 – S$75,000	S$75,000
S$ S$75,001 – S$100,000	S$100,000
More than S$100,000	S$200,000

3. **Termination of Cover**

The benefits under this policy will end when any one of the following events happens first:

a. When the Life Insured dies;
b. When the Life Insured reaches the age of 65;
c. When the Life Insured closes her UOB Lady's Savings Account;
d. On the date when the policy is ended by you or us;
e. On the date when the premiums for a Life Insured is stopped; or
f. When a claim has been successfully made and paid.

Section E – Claim Procedures

The Life Insured must send to us within three months from the date of diagnosis:

a. A completed claim form;
b. A medical report including clinical, radiological, imaging evidence, laboratory and histological evidence from the life insured's Registered Medical Practitioner;
c. A completed Clinical Abstract Application Form; and
d. Any documentary proof we may need.

The Life Insured must pay any costs involved in providing these documents.

Section F – Exclusions

We do not pay in any of the following circumstances:

1. The Life Insured is diagnosed as having any of the listed female cancers within 90 days of the cover start date or date of reinstatement of this benefit and does not survive seven days from the date of diagnosis;
2. Any benefit that is due directly or indirectly to a Pre-existing Condition;
3. Tumours showing the malignant changes of carcinoma in situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to: Carcinoma in situ of the breast, Cervical Dysplasia CIN-1, CIN-2, CIN-3;
4. Cancers that are directly or indirectly due to AIDS or infection by HIV;
5. Tumours that have metastasised from organs other than the breast, cervix uteri, uterus, fallopian tube, ovary or vagina/vulva;
6. Using unprescribed drugs if the drugs are required by law to be prescribed by a registered medical practitioner.