

DECLARATIONS AND CONSENT FOR DISCLOSURE AND USE OF PERSONAL INFORMATION

A. Definitions

In this document:

- (a) “**AIC**” means the Agency for Integrated Care Pte. Ltd. (Company Registration No.: 200915135W);
- (b) “**Application**” has the same meaning as ascribed to this term in the Terms and Conditions;
- (c) “**Caregiver**” means the person indicated as the Patient’s caregiver in the Patient’s Application;
- (d) “**Cooperating Parties**” means the Government, participating statutory boards (including CPF Board), public healthcare institutions and organisations approved by the Government that are involved in or assisting in the provision and delivery of the Services and Schemes (including AIC and the Insurers);
- (e) “**CPF Board**” means the Central Provident Fund Board;
- (f) “**Declarations and Consent**” means this document, as may be amended, altered or added to from time to time;
- (g) “**Deputy**” means a person indicated as the Patient’s deputy in the Patient’s Application;
- (h) “**Donee**” means a person indicated as the Patient’s donee in the Patient’s Application;
- (i) “**Government**” means the Government of the Republic of Singapore;
- (j) “**Insurers**” means the insurers approved by the Government to administer, provide and/or sell insurance policies, products and/or services under or in connection with one or more insurance schemes administered by or on behalf of the Government;
- (k) “**MDW Employer**” means the person indicated as such in the Patient’s Application;
- (l) “**MediSave Account Holder**” means a person indicated in the Patient’s Application who maintains a MediSave account (as defined under the Central Provident Fund Act (Cap. 36)), from which withdrawal under the MediSave Care is made for the care of the Patient;
- (m) “**Nominated Bank Account**” means the bank account nominated in the Patient’s Application to receive payments or withdrawals under the Schemes (or any of them);
- (n) “**Nominated Bank Account Holder**” means the person indicated as the holder of the Nominated Bank Account in the Patient’s Application;
- (o) “**Patient**” means the individual whose details are provided in the section of an Application entitled “About the Patient”;
- (p) “**Patient who Lacks Mental Capacity**” has the same meaning as ascribed to this term in the Terms and Conditions;

- (q) **“Patient’s Legal Guardian”** means a person indicated as the Patient’s legal guardian in the Patient’s Application;
- (r) **“Patient’s Parent”** means the person indicated as the Patient’s parent in the Patient’s Application;
- (s) **“Patient’s Spouse”** means the person indicated as the Patient’s spouse in the Patient’s Application;
- (t) **“Personal Information”** in relation to an individual means that individual’s personal data (including name, NRIC number, email address, contact number, address, age, gender, family or household structure), financial data (including income, savings, insurance coverage), consumption data (including payment for utilities, housing, healthcare bills, scheme participation), social assistance data (including social assistance history, assessments for eligibility and suitability for various Services and Schemes, social worker case reports) or medical information, that is relevant for the Purposes (as defined in section C below), regardless of whether such data or information relates to matters occurring before, on or after the date of receipt of an Application;
- (u) **“Schemes”** has the same meaning as ascribed to this term in the Terms and Conditions;
- (v) **“Services”** means social services and schemes, financial assistance schemes and insurance schemes, including:
 - (i) the Schemes;
 - (ii) financial assistance schemes and insurance schemes administered by AIC;
 - (iii) healthcare, aged care, childcare, education, social assistance and counselling services and schemes;
 - (iv) any form of financial assistance such as subsidies, grants, tax reliefs, levy concessions, vouchers or bursaries; and
 - (v) retirement, savings and insurance schemes operated by the Government, CPF Board or their appointed agents (including MediSave and MediShield Life);
- (w) **“Terms and Conditions”** means the terms and conditions applicable to the Schemes which is accessible via www.aic.sg/schemes-terms-conditions; and
- (x) **“We”, “Us”, “Our”** means the following:
 - (i) the Caregiver;
 - (ii) each Deputy;
 - (iii) each Donee;
 - (iv) the MDW Employer,
 - (v) the MediSave Account Holder;
 - (vi) the Nominated Bank Account Holder;
 - (vii) the Patient;
 - (viii) each Patient’s Legal Guardian;
 - (ix) each Patient’s Parent; and
 - (x) the Patient’s Spouse,

and **“I”, “Me” or “My”** means any one of them.

B. Declarations and Agreement

- (a) I/We declare that the information provided in the Application submitted by Me/Us (including all documents submitted) is complete, true and accurate, and that I/We have not withheld any information. I/We understand that I/We may be asked to provide supporting documents to AIC for verification purposes, and the failure to do so may result in the Application submitted by Me/Us being rejected or delayed.
- (b) I/We undertake to immediately inform AIC in writing of any changes in the information provided in or with the Application submitted by Me/Us.
- (c) I/We acknowledge and agree that:
 - (i) the Application submitted by Me/Us is subject to the approval of the Government, and the Government's decision will be final;
 - (ii) if and when I/We become eligible for any of the Long-Term Care (LTC) scheme(s) listed at the following link: www.aic.sg/about-LTC-schemes, the Government may (but is not obliged to) apply that LTC scheme on my/our behalf, at the appropriate time; and the results of my disability assessment may be used to determine if I/We qualify for each LTC scheme – now and during any future revision of the eligibility criteria or otherwise of these schemes; and
 - (iii) I/We have accessed the Terms and Conditions and I/We have read and fully understood the Terms and Conditions. I/We undertake on the Government's approval and acceptance of the Application submitted by Me/Us, to abide and be bound by the Terms and Conditions and all amendments, alterations and additions to the Terms and Conditions as may be made from time to time. This Declarations and Consent, the Terms and Conditions, together with the Government's written approval of the Application submitted by Me/Us, shall constitute a binding agreement (to the extent accepted and approved by the Government) between Me/Us and the Government in relation to such Application.
- (d) Where I am the Donee, Deputy, Caregiver, Patient's Parent or Patient's Legal Guardian, I declare as follows (as applicable):
 - (i) *In the case of a Donee:* "I am the Patient's appointed donee acting under a lasting power of attorney made in accordance with the Mental Capacity Act (Cap. 177A) and I am authorised to make decisions on the Patient's behalf in relation to the Patient's property and affairs";
 - (ii) *In the case of a Deputy:* "I am the Patient's deputy appointed by the Court under the Mental Capacity Act (Cap. 177A) to make decisions on behalf of the Patient in relation to the Patient's property and affairs";
 - (iii) *In the case of a Patient's Parent:* "The Patient is below 21 years old and I am the Patient's parent";
 - (iv) *In the case of a Patient's Legal Guardian:* "The Patient is below 21 years old and I have been lawfully appointed in accordance with the Guardianship of Infants Act (Cap. 122) to be guardian of the Patient";
 - (v) *In the case of a Caregiver:* "I am the Patient's caregiver; and

- (A) the Patient is a Patient who Lacks Mental Capacity and does not have an appointed donee or deputy authorised to make decisions on behalf of the Patient in relation to the Patient's property and affairs;
 - (B) the Patient is not a Patient who Lacks Mental Capacity, and the Patient has authorised Me in writing to submit this Application on his behalf; and this Application is not made under MediSave Care;
 - (C) the Patient is under 21 years of age and is a Patient who Lacks Mental Capacity, the Patient's parent and the Patient's legal guardian (if any) are unable to act on behalf of the Patient, and the Patient does not have an appointed deputy authorised to make decisions on behalf of the Patient in relation to the Patient's property and affairs; or
 - (D) the Patient is under 21 years of age and is not a Patient who Lacks Mental Capacity, and the Patient's parent and the Patient's legal guardian (if any) are unable to act on behalf of the Patient".
- (e) Where I am representing the nursing home that the Patient is residing in ("**Nursing Home**") and the Nursing Home is the Nominated Bank Account Holder, I declare as follows:
- (i) I am duly authorised to submit the Patient's Application and agree to this Declarations and Consent on behalf of the Nursing Home;
 - (ii) the Patient is a Patient who Lacks Mental Capacity;
 - (iii) the Patient does not have an appointed donee or deputy authorised to make decisions on behalf of the Patient in relation to the Patient's property and affairs; and
 - (iv) the Patient does not have a caregiver to submit the Patient's Application on the Patient's behalf.
- (f) I/We agree that if any of the information provided (including all documents submitted) in the Application submitted by Me/Us is false or inaccurate, or there is a breach of or non-compliance with this Declarations and Consent and/or the Terms and Conditions (as may be amended, altered or added to from time to time), I/We will be personally liable to repay in full the value of any assistance granted or payouts made (including all administrative expenses and fees reimbursed).
- (g) I/We agree and undertake to apply the payouts made under the Schemes (or any of them) for the care of the Patient (whether such payouts are paid into the Nominated Bank Account or otherwise). If any of such payouts is not first applied for the care of the Patient, without reasonable excuse, or if the Patient no longer fulfils the eligibility criteria for the Scheme(s), I/We shall repay to the Government, AIC and/or CPFIB such amounts as may be demanded by the Government, AIC and/or CPFIB, within 30 days of such demand, regardless of whether such amounts of the payouts have been used. If the Government, AIC and/or CPFIB requires, I/We shall also pay to the Government, AIC and/or CPFIB interest on such amounts from the date of receipt of each of the payouts to the date such amounts are repaid to the Government, AIC and/or CPFIB.

C. Consent for Disclosure and Use of Personal Information

- (a) I/We understand that the sharing of My/Our Personal Information and the Personal Information of any other individual provided in an Application between the Cooperating

Parties will assist in the evaluation of My/the Patient's and that individual's suitability and eligibility for the Services and Schemes.

(b) If I/We provide any of the Cooperating Parties with any Personal Information belonging to and/or relating to any other individual for the Purposes (as defined below), I/We represent and warrant that I am / We are authorised to do so and/or have obtained the consent of that individual to provide the Cooperating Parties with such Personal Information for the Purposes.

(c) I/We agree that:

(i) any Cooperating Party may collect any individual's Personal Information for the purposes of:

(A) evaluating My/Our or the Patient's suitability and eligibility for the Services at any time including inviting Me/the Patient to apply for and/or applying on my/our behalf for any of the Services that the Patient may be eligible for, processing My/the Patient's application for any of the Services and determining my/the Patient's continued eligibility for benefits under any of the Services;

(B) the administration and provision of the Services in relation to Me/Us or the Patient (which, for the avoidance of doubt, includes the payment/disbursement of the Payouts to, or for the benefit of, the Patient); and

(C) data analysis, evaluation and policy formulation and review, in which I/We shall not be identified as specific individuals or households

(collectively known as the "**Purposes**");

(ii) any Cooperating Party may disclose any individual's Personal Information to any of the other Cooperating Parties, for the Purposes;

(iii) any Cooperating Party (other than the Insurers) may use any individual's Personal Information for the Purposes; and

(iv) an Insurer may use any individual's Personal Information only for the purpose of administering My/the Patient's policy and reviewing claims made by me/the Patient under ElderShield Supplements, CareShield Life Supplements and/or other insurance schemes administered by or on behalf of the Government.

(d) Where I am the Patient, the Patient's Parent, the Patient's Legal Guardian, the Deputy or the Donee, I consent to AIC obtaining the Patient's medical information from any healthcare professional or institution who is providing or has provided medical care or treatment to, or has medically assessed the Patient.

(e) I/We understand that I/We may inform AIC at enquiries@aic.sg if I/We intend to withdraw consent previously given for the collection, use and/or disclosure of any individual's Personal Information.

(f) I/We understand and accept that AIC's Data Protection Policy (available at <https://www.aic.sg/data-protection-policy>) also applies to the collection, use and/or disclosure of any individual's Personal Information by AIC. Therefore, in addition to the Purposes which I/We have consented to above, I/We also consent to the collection, use and/or disclosure of any individual's Personal Information by AIC for the purposes set out

in AIC's Data Protection Policy. In the event of any conflict between this Declarations and Consent and AIC's Data Protection Policy, the conflict will be resolved in the following order of priority: (1) this Declarations and Consent; and (2) AIC's Data Protection Policy.

D. Indemnity

- (a) I/We agree to fully indemnify and hold harmless all the Cooperating Parties from and against any and all liabilities, losses, damages, costs and expenses whatsoever (including legal costs on a full indemnity basis) incurred, paid for or suffered by any of the Cooperating Parties arising out of or in connection with the collection, use and disclosure of any individual's Personal Information in accordance with this Declarations and Consent.
- (b) This Declarations and Consent shall be governed by and construed in accordance with the laws of the Republic of Singapore.

TERMS AND CONDITIONS APPLICABLE TO ELIGIBLE LONG-TERM CARE SCHEMES

Introduction

1. Applications for claims, payments and withdrawals under the CareShield Life Scheme and ElderShield Scheme are subject to the CareShield Life and Long-Term Care Act, and applications for claims, payments and withdrawals under the MediSave Care are subject to the Central Provident Fund Act. Each claim, payment and withdrawal under the CareShield Life Scheme, ElderShield Scheme and MediSave Care is subject to these Terms and Conditions, which are imposed pursuant to Section 18(2) of the CareShield Life and Long-Term Care Act and Sections 16B and 16C of the Central Provident Fund Act.
2. Applications and Payouts made under the ElderFund, the Home Caregiving Grant, the Interim Disability Assistance Programme for the Elderly, the Migrant Domestic Worker Levy Concession for Persons with Disabilities, and the Pioneer Generation Disability Assistance Scheme are subject to the Agreement (as defined below).
3. References to the “Government” in these Terms and Conditions shall include the Government acting through the Agency for Integrated Care Pte. Ltd. and/or the Central Provident Fund Board as appropriate. In this regard: -
 - (a) the Central Provident Fund Board administers the CareShield Life Scheme, the ElderShield Scheme and MediSave Care; and
 - (b) the Agency for Integrated Care Pte. Ltd. administers the CareShield Life Scheme, the ElderShield Scheme, the ElderFund, the Home Caregiving Grant, the Interim Disability Assistance Programme for the Elderly, the Migrant Domestic Worker Levy Concession for Persons with Disabilities, and the Pioneer Generation Disability Assistance Scheme. The Agency for Integrated Care Pte. Ltd. is also the certifying body for MediSave Care under sections 16B and 16C of the Central Provident Fund Act (Cap. 36) and may also administer the MediSave Care.

Definitions

4. In these Terms and Conditions, unless the context otherwise requires:
 - (a) “**Agreement**” means the resulting contract between the Relevant Parties of the one part and the Government of the other part in respect of the ElderFund, the Home Caregiving Grant, the Interim Disability Assistance Programme for the Elderly, the Migrant Domestic Worker Levy Concession for Persons with Disabilities, and the Pioneer Generation Disability Assistance Scheme, as a result of the approval and acceptance by the Government of the Approved Application, which terms and conditions are contained in the Approved Application, these Terms and Conditions, and the written approval from the Government in relation to the Approved Application;
 - (b) “**AIC**” means the Agency for Integrated Care Pte. Ltd.;

- (c) **“Application”** means, in relation to an individual, the application submitted by or on behalf of that individual to apply for financial assistance or Payouts under one or more of the Schemes for the care of that individual;
- (d) **“Approved Application”** means the Patient’s Application that has been accepted and approved by the Government;
- (e) **“Caregiver”** means the person indicated as the Patient’s caregiver in the Approved Application;
- (f) **“CPFB”** means the Central Provident Fund Board;
- (g) **“CSHL”** means the CareShield Life Scheme established under section 5 of the CareShield Life and Long-Term Care Act 2019;
- (h) **“Deputy”** means a person indicated in the Approved Application as the Patient’s deputy appointed or deemed to be appointed under the Mental Capacity Act to make decisions on behalf of the Patient in relation to the Patient’s property and affairs;
- (i) **“Donee”** means a person indicated in the Approved Application as the Patient’s donee appointed under the Mental Capacity Act to make decisions on behalf of the Patient in relation to the Patient’s property and affairs;
- (j) **“Eligibility Criteria”** means, in relation to a Scheme, the eligibility criteria to receive financial assistance or Payouts under that Scheme, as set out in Annex A of these Terms and Conditions, as may be amended, altered or added to from time to time;
- (k) **“ESH”** means the ElderShield Scheme established under section 11 of the CareShield Life and Long-Term Care Act 2019;
- (l) **“Government”** means the Government of the Republic of Singapore;
- (m) **“MDW Employer”** means the person indicated as such in the Approved Application;
- (n) **“MediSave Account Holder”** means a person indicated in the Approved Application who maintains a medisave account (as defined under the Central Provident Fund Act (Cap. 36)), from which withdrawal under the MediSave Care is made for the care of the Patient;
- (o) **“MediSave Care”** means the withdrawal from medisave account for long-term care scheme under sections 16B and 16C of the Central Provident Fund Act (Cap. 36);
- (p) **“Mental Capacity Act”** means the Mental Capacity Act (Cap. 177A);
- (q) **“Nominated Bank Account”** means the bank account nominated in the Approved Application to receive the Payouts;
- (r) **“Nominated Bank Account Holder”** means the person indicated as the holder of the Nominated Bank Account in the Approved Application;
- (s) **“Patient”** means the individual whose Application has been accepted and approved by the Government;

- (t) **“Patient who Lacks Mental Capacity”** means a Patient who lacks capacity within the meaning of the Mental Capacity Act;
- (u) **“Patient’s Legal Guardian”** means a person indicated as the Patient’s legal guardian in the Approved Application;
- (v) **“Patient’s Parent”** means the person indicated as the Patient’s parent in the Approved Application;
- (w) **“Patient’s Spouse”** means the person indicated as the Patient’s spouse in the Approved Application;
- (x) **“Payouts”** means payments or withdrawals under the Schemes (or any of them) made or paid by the Government or CPFB pursuant to the Agreement or the Relevant Legislation;
- (y) **“Relevant Legislation”** means the CareShield Life and Long-Term Care Act 2019 and the Central Provident Fund Act (Cap. 36), and subsidiary legislation made under any of such Acts;
- (z) **“Relevant Parties”** means the Patient, Patient’s Spouse, the MediSave Account Holder, each Patient’s Parent, each Patient’s Legal Guardian, each Deputy, each Donee, the Caregiver, the Nominated Bank Account Holder and the MDW Employer, and **“Relevant Party”** means any one of them;
- (aa) **“Schemes”** means the following financial assistance or financing schemes run by the Government:
 - (i) the CSHL;
 - (ii) the ElderFund;
 - (iii) the ESH;
 - (iv) the Home Caregiving Grant;
 - (v) the Interim Disability Assistance Programme for the Elderly;
 - (vi) the MediSave Care;
 - (vii) the Migrant Domestic Worker Levy Concession for Persons with Disabilities; and
 - (viii) the Pioneer Generation Disability Assistance Scheme,
 and **“Scheme”** means any of them; and
- (bb) **“Terms and Conditions”** means these terms and conditions, as may be amended, altered or added to from time to time.

Construction

- 5. Words importing the singular only shall also include the plural and vice versa where the context requires.
- 6. The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.
- 7. References to a person include any individual, company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality).

8. Unless a contrary intention appears, a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”.
9. Unless otherwise provided, any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation.
10. Words importing the masculine gender shall include the feminine gender and neutral gender.
11. References to any person includes that person’s personal representative and successors.
12. All references to clauses in these Terms and Conditions or any other document, unless otherwise expressly stated, are references to clauses numbered in these Terms and Conditions or the document in which the reference appears respectively.

General terms and conditions

13. In the event and to the extent only of any conflict or inconsistency between any provisions of the Relevant Legislation and these Terms and Conditions in relation to CSHL, ESH and/or MediSave Care, the provisions of the Relevant Legislation shall prevail.
14. The liability of each Relevant Party under the Agreement shall be joint and several. Each agreement, declaration, representation, undertaking and/or warranty of any Relevant Party shall be construed accordingly.
15. Each Relevant Party shall inform AIC in writing immediately if:
 - (a) there is any change in the information provided in the Approved Application;
 - (b) any of the Eligibility Criteria of any Scheme applied for in the Approved Application is no longer satisfied;
 - (c) the Patient has passed on; and/or
 - (d) the Patient is discharged from a nursing home.
16. Each Relevant Party acknowledges and agrees that if he endorses, signs and/or submits an Application using his Singpass or Corppass account, he is solely responsible for any and all activities which occur under his Singpass or Corppass account. The Government, AIC and CPF B are entitled to treat all activities that occur under a Relevant Party’s Singpass or Corppass account as having been conducted with that Relevant Party’s knowledge and authority.
17. The Government shall have the right, at any time, to require one or more of the Relevant Parties to repay to the Government (or, if the Government so notifies in writing, to CPF B or any other person) immediately upon demand any amount of any Payouts that was wrongly paid by the Government, AIC and/or CPF B, and/or not used in accordance with the Agreement or the Relevant Legislation, regardless of whether such amount has been utilised by the Relevant Parties (or any of them) or any other person.

Right of Government, AIC and CPF B to act on requests

18. Each Relevant Party agrees that the Government has the right to act on a request made by one of the following (as applicable):

(a) *in the case of a Patient who Lacks Mental Capacity*: any deputy or donee of the Patient who is authorised to make decisions on behalf of the Patient in relation to the Patient's property and affairs, or any person within a class or classes of persons determined by the Government, if there is no deputy or donee to the best of Government's knowledge.

(b) *in the case of a Patient who is not a Patient who Lacks Mental Capacity*: a caregiver authorised by the Patient; or

(c) *where the Patient is below 21 years old*: the parent or legal guardian of the Patient,

if the Government is satisfied in its absolute discretion that such deputy, donee, caregiver, parent, legal guardian or other person has authority to act on behalf of the Patient in relation to his property and affairs. This applies whether or not such deputy, donee, caregiver, parent or legal guardian or other person has endorsed or signed or is a party to the Approved Application.

19. In the case of a Patient who Lacks Mental Capacity, each Relevant Party agrees that if the Nominated Bank Account Holder is not the Patient nor the nursing home that the Patient is residing in, and no deputy or donee is appointed by or for the Patient to make decisions on behalf of the Patient in relation to the Patient's property and affairs within twelve (12) months from the date of the Approved Application or such other time as may be stipulated by the Government, the Government may in its absolute discretion make the Payouts directly to the Patient's bank account (if the Government has information on such bank account), or suspend or cease the Payouts.

20. Where the Patient is below 21 years old and the Patient's Application is made by the Caregiver who is not the Patient's parent, legal guardian or deputy, each Relevant Party agrees that if the Nominated Bank Account Holder is not the Patient and no legal guardian or deputy is appointed for the Patient within twelve (12) months from the date of the Approved Application or such other time as may be stipulated by the Government, the Government may in its discretion make the Payouts directly to the Patient's bank account (if the Government has information on such bank account) or suspend or cease the Payouts. This clause does not apply to CSHL, ESH and MediSave Care.

21. In the case of a Patient who is not a Patient who Lacks Mental Capacity and who is 21 years old or above and the Patient's Application is made by the Caregiver, each Relevant Party acknowledges and agrees that all Payouts will be made only to the Nominated Bank Account as authorised by the Patient.

Nominated Bank Account

22. Each Relevant Party agrees that the Government may (but is not obliged to) verify the details of the Nominated Bank Account Holder and/or the Nominated Bank Account with the bank with which the Nominated Bank Account is opened, and agrees to take all action and sign all documents necessary for this purpose (including giving and signing any authorisation or consent required by the bank to authorise and consent to the bank disclosing information relating to the Nominated Bank Account Holder and/or the Nominated Bank Account to the Government, AIC and/or CPF).

23. Each Relevant Party agrees that the Government may pay the Payouts into the Nominated Bank Account.

24. Where the Nominated Bank Account Holder is not the Patient, the Nominated Bank Account Holder must:

- (a) be alive;
- (b) be a person who is not a person who lacks capacity within the meaning of the Mental Capacity Act; and
- (c) be aged 21 years old and above.

25. Payouts shall be credited to the Nominated Bank Account based on the following payment modes:

- (a) Interbank GIRO (IBG);
- (b) PayNow (IBG); or
- (c) Telegraphic Transfer (TT) for payment to overseas bank accounts.

For TT payment, any charge for the overseas transfer imposed by the bank (including unsuccessful payout), shall be deducted from the Payout.

26. The Nominated Bank Account has to be valid. Payouts shall be suspended or ceased if the Nominated Bank Account is invalid, and can only be resumed when a valid bank account is nominated.

Automatic-Inclusion

27. Notwithstanding the Scheme that was applied-for by the Patient or the Relevant Party in the Application, the Relevant Party agrees and acknowledges that:

- (a) the Patient may be approved for the Pioneer Generation Disability Assistance Scheme without prior notice and receive Payouts under this Scheme if the Patient meets the Eligibility Criteria ("**Auto-Inclusion**");
- (b) for the avoidance of doubt, the terms in the Agreement shall continue to apply to the Auto-Inclusion Scheme(s) and such Payouts paid under or in connection with the Auto-Inclusion and this Clause 27;
- (c) if the Relevant Party objects to the Auto-Inclusion, the Relevant Party shall inform AIC immediately by written notice, no later than 10 days after receiving the Payouts, failing which the Relevant Party shall be deemed to have consented to the Auto-Inclusion; and
- (d) without prejudice to the terms of this Agreement, AIC shall be entitled to require one or more of the Relevant Parties to repay or refund AIC for any and all Payouts paid under or in connection with the Auto-Inclusion and this Clause 27 immediately upon demand if: (i) the Relevant Party objects to the Auto-Inclusion; or (ii) the Patient no longer satisfies the Eligibility Criteria for the Auto-Inclusion Scheme(s).

Eligible Schemes(s) Enrolment

28. Notwithstanding the Scheme that was applied-for by the Patient or the Relevant Party in the Application, the Relevant Party agrees and acknowledges that:

- (a) if and when the Patient becomes eligible for any of the LTC scheme(s) listed at the following link: www.aic.sg/about-LTC-schemes, the Government may (but is not obliged to) apply that LTC scheme on behalf of the Patient, at the appropriate time ("**Eligible Scheme(s) Enrolment**");
- (b) the results of the Patient's disability assessment may be used to determine if he/she

qualified for each LTC scheme - now and during any future revision of the eligibility criteria or otherwise of these schemes;

- (c) for the avoidance of doubt, the terms in the Agreement shall continue to apply to the Scheme(s) that the Patient had been approved for and such Payouts paid under or in connection with the Eligible Schemes(s) Enrolment and this Clause 28;
- (d) if the Relevant Party objects to the Eligible Schemes(s) Enrolment, the Relevant Party shall inform AIC immediately by written notice, no later than 10 days after receiving the Payouts, failing which the Relevant Party shall be deemed to have consented to the Eligible Schemes(s) Enrolment; and
- (e) without prejudice to the terms of this Agreement, AIC shall be entitled to require one or more of the Relevant Parties to repay or refund AIC for any and all Payouts paid under or in connection with the Eligible Schemes(s) Enrolment and this Clause 28 immediately upon demand if: (i) the Relevant Party objects to the Eligible Schemes(s) Enrolment; or (ii) the Patient no longer satisfies the Eligibility Criteria for the Eligible Scheme(s) Enrolment.

Use of Payouts

29. Each Relevant Party shall ensure that all the Payouts are first applied for the care of the Patient (whether the Payouts are paid into the Nominated Bank Account or otherwise), and shall provide the Government with supporting documents showing how the Payouts are applied for the care of the Patient when requested by the Government from time to time.

Unused Payouts

30. If the Nominated Bank Account Holder is a nursing home in which the Patient is or was residing, the Nominated Bank Account Holder agrees that it shall, upon the death of the Patient or discharge of the Patient from it, use its best endeavours to return any Payouts which have not been used for the Patient's care ("unused Payouts") to the Patient. If the Nominated Bank Account Holder is, despite its best endeavours, unable to return the unused Payouts to the Patient within such period as stipulated by the Government from time to time, after the Patient's death or discharge (as applicable), the Nominated Bank Account Holder shall deal with the unused Payouts as directed by the Government. For the avoidance of doubt, the Government is not responsible for ensuring that the Nominated Bank Account Holder returns any Payouts to the Patient.

Periodic Disability Review or Underwriting

31. Each Relevant Party agrees that the Government may conduct a periodic disability review or underwriting check to assess whether the Patient continues to meet the Eligibility Criteria of any Scheme, which may include requiring the Patient to attend a disability assessment, and carrying out such inquiries and investigations in relation to the health condition of the Patient and all other relevant circumstances of the case. Each Relevant Party agrees to take all action to facilitate such periodic disability review or underwriting check as required by the Government from time to time.

Termination Events

32. In these Terms and Conditions, a "**Termination Event**" means the Government determines that:
- (a) any of the Eligibility Criteria of any Scheme applied for in the Approved Application is no longer satisfied;
 - (b) the Patient failed to attend a disability assessment or cooperate as requested during a

- periodic disability review under Clause 31;
- (c) the Patient has passed on;
- (d) no and/or unsuccessful payment for Payouts was made by the Government to the Nominated Bank Account Holder for three (3) consecutive months;
- (e) no deputy or donee is appointed by or for the Patient who Lacks Mental Capacity and who is at least 21 years old, to make decisions on behalf of the Patient in relation to the Patient's property and affairs within twelve (12) months from the date of the Approved Application or such other time as may be stipulated by the Government;
- (f) no legal guardian or deputy is appointed for the Patient who is below 21 years old within twelve (12) months from the date of the Approved Application or such other time as may be stipulated by the Government;
- (g) a Relevant Party has breached any provision of the Agreement, the Approved Application or these Terms and Conditions, which failure is, in the Government's view, incapable of being remedied;
- (h) a Relevant Party has breached any provision of the Agreement, the Approved Application or these Terms and Conditions, and failed to remedy such breach to the Government's satisfaction within fourteen (14) days from a written notice from the Government to do so;
- (i) a Relevant Party has failed to first apply the Payouts for the care of the Patient, without reasonable excuse; or
- (j) a Relevant Party has provided the Government, AIC and/or CPFB with misleading, inaccurate or untrue declaration, information or document(s), and/or failed to disclose to the Government, AIC and/or CPFB material information, in relation to any matter (whether or not in connection with the Approved Application).

33. If a Termination Event occurs, the Government shall have the right (in addition to and without prejudice to all other rights or remedies available) to do one or more of the following at any time thereafter, and no Relevant Party shall have any claim for any damages or compensation:

- (a) suspend or cease any payment or Payouts under any Scheme or all Schemes;
- (b) reduce the amount of any payment or Payouts under any Scheme or all Schemes by such amount as the Government may determine; and/or
- (c) terminate the Agreement with immediate effect by giving the Relevant Parties written notice.

34. Notwithstanding Clause 32 above, if a Termination Event occurs, each Relevant Party shall repay to the Government (or, if the Government requires, to CPFB or any other person) such amounts of the Payouts which were wrongly paid or paid in excess to any Relevant Party as may be requested by the Government, within thirty (30) days of such demand, regardless of whether such amounts of the Payouts have been used. If the Government requires, each Relevant Party shall also pay to the Government administrative fees and/or interest on such amounts from the date of receipt of each of the Payouts to the date such amounts are paid to the Government. The simple interest payable shall be calculated on a daily basis at the Government's prevailing interest rate (which is currently up to 5.5% per annum and subject to change by the Government from time to time) or, at the Government's option, the applicable rate set out in a Relevant Legislation.

Indemnity

35. Each Relevant Party shall fully indemnify and hold harmless the Government from and against any and all liabilities, losses, damages, costs and expenses whatsoever (including legal costs on a full indemnity basis) incurred, paid for or suffered by the Government arising

out of or in connection with any misleading, inaccurate or untrue declaration, information or document(s) given by that Relevant Party, or any breach by that Relevant Party of any provision of the Agreement, the Approved Application or these Terms and Conditions.

36. The Government, AIC and CPF B shall not be liable or responsible to any Relevant Party or any other person for any costs, charges, losses, damages, liabilities or expenses arising from any Application or any Scheme.

Miscellaneous

37. The termination of any Scheme and/or the Agreement shall be without prejudice to any rights and obligations of the Government, AIC, CPF B or any Relevant Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination.
38. The Government may at any time modify, amend or make addition to these Terms and Conditions by giving the Relevant Parties notice of such modification, amendment or addition. Such modification, amendment or addition shall be effective and binding on each Relevant Party immediately upon such notice being given.
39. A notice, demand, document or communication to be made or delivered under or in connection with any Application or these Terms and Conditions from the Government, AIC or CPF B to a Relevant Party shall be effective:
- (a) at the time of delivery, in the case of delivery by hand to the address of that Relevant Party found in the records of the Government, AIC or CPF B;
 - (b) two (2) days after the day the notice, demand, document or communication was posted, in the case of delivery by prepaid local post to the address of that Relevant Party found in the records of the Government, AIC or CPF B; or
 - (c) at the time of transmission, in the case of delivery by electronic mail to the electronic mail address notified by that Relevant Party to the Government, AIC or CPF B.

General terms applicable to the ElderFund, the Home Caregiving Grant, the Interim Disability Assistance Programme for the Elderly, the Migrant Domestic Worker Levy Concession for Persons with Disabilities, and the Pioneer General Disability Assistance Scheme only

40. If any sum of money shall be recoverable from or payable by the Patient or Nominated Bank Account Holder under or in connection with the Agreement, the same may be deducted from any Payouts to be made to either the Patient or the Nominated Bank Account Holder under any Scheme (excluding CSHL, ESH and MediSave Care), or any other agreement or other arrangement, with the Government.
41. In the event any provision in the Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
42. No failure to exercise, nor any delay in exercising, on the part of the Government, any right or remedy under shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in are cumulative and not exclusive of any rights or remedies provided by law.

43. The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. Each Relevant Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of or relating to the Agreement. Each Relevant Party irrevocably submits to the jurisdiction of such courts.
44. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement, including Clauses 14, 17, 29, 30, 32 to 37 and 39 to 47 of these Terms and Conditions, shall survive the termination or expiry of the Agreement.
45. No Relevant Party shall transfer or assign the benefit of the whole or any part of the Agreement.
46. A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of the Agreement.
47. The Agreement contains the entire and whole agreement between the Relevant Parties and the Government relating to the subject matter of the Agreement.

ANNEX A
ELIGIBILITY CRITERIA
FOR
CARESHIELD LIFE SCHEME,
ELDERFUND, ELDERSHIELD SCHEME
HOME CAREGIVING GRANT,
INTERIM DISABILITY ASSISTANCE PROGRAMME FOR THE ELDERLY,
MEDISAVE CARE,
MIGRANT DOMESTIC WORKER LEVY CONCESSION FOR PERSONS WITH DISABILITIES,
AND
PIONEER GENERATION DISABILITY ASSISTANCE SCHEME

Definitions

In this Annex A,

1. “Activities of Daily Living” means the following categories of activities:
 - (a) washing himself or herself in the bath or shower (including getting into or out of the bath or shower), or washing himself or herself by other means;
 - (b) dressing and undressing himself or herself, or (where required) securing or fastening on, or removing from, his or her body any brace, artificial limb or other medical or surgical appliance;
 - (c) feeding himself or herself;
 - (d) toileting, or managing his or her bladder and bowel functions through the use of a protective undergarment or surgical appliance (where required);
 - (e) walking or moving from one room to another or on level surface; and
 - (f) transferring himself or herself, or moving, from a bed to an upright chair or a wheelchair, and vice versa.
2. “approved assessor” means:
 - (a) a medical practitioner who is under full or conditional registration pursuant to the Medical Registration Act (Cap. 174);
 - (b) a nurse who is under full or conditional registration pursuant to the Nurses and Midwives Act (Cap. 209); or
 - (c) a physiotherapist who is under full, conditional or restricted registration pursuant to the Allied Health Professions Act (Cap. 6B) (“AHPA”); or
 - (d) an occupational therapist who is under full, conditional or restricted (restricted scope classification – “Physical dysfunction/Adults and older adults” only) registration pursuant to the AHPA.
3. “MOH-accredited disability assessor” means an assessor approved by the Minister for Health to conduct, and report on, disability assessments.

CareShield Life Scheme

1. The eligibility criteria to receive cash payouts under the CareShield Life Scheme are:
 - (a) the patient is a CareShield Life policyholder¹;
 - (b) the patient has been assessed by an MOH-accredited disability assessor to have severe disability and is unable to perform 3 or more of the Activities of Daily Living; and
 - (c) the above severe disability is not caused by any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorist act, insurrection or military or usurped power.

ElderFund

2. The eligibility criteria to receive financial assistance under the ElderFund are:
 - (a) the patient is a citizen of Singapore residing in Singapore and is aged 30 years old and above;
 - (b) the patient has been assessed by an MOH-accredited disability assessor to have severe disability and is unable to perform 3 or more of the Activities of Daily Living;
 - (c) the patient is not a policyholder under any CareShield Life² policy, ElderShield policy, CareShield Life supplement policy or ElderShield supplement policy, or is no longer receiving claims under any ElderShield policy or ElderShield supplement policy;
 - (d) the patient is not eligible for Interim Disability Assistance Programme for the Elderly (IDAPE), or is no longer an active recipient of IDAPE; and
 - (e) the patient has been assessed to be in financial need.

ElderShield

3. The eligibility criteria to receive financial assistance under the ElderShield are:
 - (a) the patient is a policyholder of a ElderShield policy;
 - (b) the patient has been assessed by an MOH-accredited disability assessor to have severe disability and is unable to perform 3 or more of the Activities of Daily Living; and
 - (c) the above severe disability is not caused by any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorist act, insurrection or military or usurped power.

¹ Patients born in 1979 or earlier and insured under ElderShield, who applied to join CareShield Life and became severely disabled while waiting for CareShield Life cover issuance may have their claims additionally processed under ElderShield for the months not covered under CareShield Life.

² Severely disabled Patients (born in 1980 or later) receiving payouts under ElderFund who are subsequently issued CareShield Life cover, will be transitioned to receive payouts under CareShield Life after the cover is issued. The Patient's ElderFund payouts will be ceased.

Home Caregiving Grant

4. The eligibility criteria to receive financial assistance under the Home Caregiving Grant are:
- (a) the patient is a citizen of Singapore or, if the patient is a Singapore permanent resident, he or she has a parent, child or spouse who is a citizen of Singapore;
 - (b) the per capita monthly household income of the patient is S\$3,600 or less, or if the patient's household has no income, the annual value of the property where the household resides is S\$21,000 or less. If the patient is the owner of multiple properties in Singapore, the Payout to these patients under the Home Caregiving Grant may be varied or adjusted accordingly;
 - (c) the patient has been assessed by an approved assessor to permanently require some assistance with 3 or more of the Activities of Daily Living;
 - (d) the patient is living in the community and not in a residential long-term care institution (e.g. nursing home); and
 - (e) the patient is residing in Singapore.

Interim Disability Assistance Programme for the Elderly

5. The eligibility criteria to receive financial assistance under the Interim Disability Assistance Programme for the Elderly are:
- (a) the patient is a citizen of Singapore residing in Singapore;
 - (b) the patient is born on or before 30 September 1932, or the patient was born between 1 October 1932 and 30 September 1962 (both dates inclusive) but was unable to join ElderShield due to a pre-existing disability as of 30 September 2002;
 - (c) the per capita monthly household income of the patient's household is S\$3,600 or less, or, if the household has no income, the annual value of the property where the household resides is S\$21,000 or less;
 - (d) the patient has been assessed by an MOH-accredited disability assessor to have severe disability and is unable to perform 3 or more of the Activities of Daily Living; and
 - (e) the patient is not a policyholder of any CareShield Life policy, ElderShield policy, CareShield Life supplement policy or ElderShield supplement policy, and has not made any claim under any CareShield Life policy, ElderShield policy, CareShield Life supplement policy or ElderShield supplement policy.

MediSave Care

6. The eligibility criteria to make cash withdrawals from one's MediSave account under MediSave Care are:
- (a) the patient is a Singapore citizen or a Singapore permanent resident;
 - (b) the patient is aged 30 years old and above;
 - (c) the patient has been assessed by an MOH-accredited disability assessor to have severe disability and is unable to perform 3 or more of the Activities of Daily Living;
 - (d) withdrawals can only be made from the patient's and/or the patient's spouse's MediSave accounts. Accordingly, the applicant must be a holder of a MediSave account and must be the patient or the patient's spouse;

- (e) withdrawals can only be made from the MediSave account if the MediSave account balance is at least \$5,000;
- (f) the MediSave account holder (from whose MediSave account withdrawals are made) must be at least 30 years old; and
- (g) if the MediSave account holder is not the patient, the MediSave account holder must be a person who is not a person who lacks capacity within the meaning of the Mental Capacity Act, at the time of the authorisation.

Migrant Domestic Worker Levy Concession for Persons with Disabilities

7. The eligibility criteria to receive financial assistance under the Migrant Domestic Worker Levy Concession for Persons with Disabilities are:
- (a) the patient is a citizen of Singapore or, if the patient is a Singapore permanent resident, he or she has a parent, child or spouse who is a citizen of Singapore;
 - (b) the patient is the employer of the migrant domestic worker who is caring for the patient or, if the employer of the migrant domestic worker caring for the patient is not the patient, that employer lives together with the patient at the same address as registered with the Immigration and Checkpoints Authority; and
 - (c) the patient has been assessed by an approved assessor to permanently require some assistance with at least 1 of the Activities of Daily Living.

Pioneer Generation Disability Assistance Scheme

8. The eligibility criteria to receive financial assistance under the Pioneer Generation Disability Assistance Scheme are:
- (a) the patient is a Pioneer (i.e. born on or before 31 December 1949; and is a citizen of Singapore on or before 31 December 1986, and remains a Singapore citizen);
 - (b) the patient continues residing in Singapore; and
 - (c) the patient has been assessed by an approved assessor to permanently require some assistance with 3 or more of the Activities of Daily Living.