

# AIA SINGAPORE PRIVATE LIMITED ASSIGNMENT OF POLICY AS COLLATERAL SECURITY

Particulars of Insured and Policy Owner		
Name of Insured		NRIC/Passport/FIN No.
Name of Policy Owner (also the Assignor)		NRIC/Passport/FIN No.
Policy Number		
Particulars of Assignee		
Name of Assignee		NRIC/Passport/FIN/Entity Registration No.
Address of Assignee		
Relationship of Assignee to Assignor	Relationship of Assignee to F	SC/IR
		(A 1:17)
	Note: If not related, please state	INIL.

# Assignment of Policy as Security

In consideration of the Assignee making or continuing to make advances and/or loan facilities to the Assignor, I/we, the Policy Owner hereby assign and transfer to the abovenamed Assignee (which shall include his executors, administrators and assigns), the full benefit of all moneys assured or to become payable by or under the aforesaid policy (the "Policy") issued by AIA Singapore Private Limited ("AIA Singapore") provided that on or after repayment to the Assignee of the moneys covenanted to be repaid in connection with the advances and/or loan facilities, the Assignee shall reassign the Policy to the Policy Owner/Assignor. This Assignment is inclusive of the cash surrender and loan value of the Policy and any dividends that may be declared upon the Policy from time to time. I/We hereby declare that:

- I/we have not and will not do or knowingly cause anything to be done which may render the Policy void or voidable or prevent the Assignee from 1) receiving or be deprived of the right to receive the moneys assured or to become payable under the Policy;
- with effect from the date of the assignment, a receipt signed by the Assignee shall fully discharge AIA Singapore from its liabilities and obligations 2) under the Policy in respect of which the receipt is given;
- 3) I/we hereby acknowledge that the date of the assignment shall be the date as specified next to the Policy Owner/Assignor's signature;
- I/We understand and agree that should a Relevant Person be found at any time to be a Prohibited Person, AIA Singapore is entitled, at its 4) absolute discretion and without any liability to me/us, to (i) decline, block, suspend or cancel this application or any request, instruction, or transaction including any payment, transfer or receipt of money; (ii) decline to provide cover or to pay any claim or benefit under the Policy; and (iii) immediately terminate or void the Policy. AIA Singapore's decision in exercising this right shall be final. This right may only be waived in writing; no delay or failure in exercising this right shall be deemed as a waiver of the same. "Relevant Person" includes (a) persons and entities who are the policy holders, insured persons, beneficiaries, trustees, payees, or assigns; (b) their beneficial owners or affiliates; (c) (in the case of an entity) their directors, partners, or direct / indirect shareholders or persons having executive authority, or (d) natural persons appointed to act on their behalf. "Prohibited Person" includes a person or entity that is subject to any sanction, prohibition or restriction administered by any regulatory authorities in any country or jurisdiction, such that the provision of such cover, payment of such claim or provision of such benefit may in AIA Singapore's opinion expose it to any, or any risk of, sanction, prohibition or restriction. As an ongoing obligation, I/we will immediately inform AIA Singapore if there are any changes to the identities, status, constitution, establishment, particulars and identification documents of these Relevant Persons. I/we will indemnify AIA Singapore and hold it harmless from and against any and all related losses, damages, costs and/or expenses suffered and/or incurred, including but not limited to legal costs.



# Assignment of Policy as Security (continued)

- 5) I/we agree and consent to furnish any information and/or document(s) requested for by AIA Singapore for the purpose of processing this form, including but not limited to information and/or document(s) in connection with the paragraph above on Prohibited Persons, and further understand and agree that AIA Singapore is entitled not to accept or process this form should such information or document as required be withheld or is not furnished; and
- I/we hereby authorise, agree and consent to AIA Singapore, its associated persons/organisations, its and their third party service providers and 6) its and their representatives, whether within or outside Singapore (collectively "AIA Persons") to collect, use, disclose, store, retain and/or process (collectively, "Use") all personal data and information ("Personal Data") that had/has been provided to AIA Persons and/or that AIA Persons possess about me/us (whether from me/us or a third party), in the manner and for the purposes described in the AIA Personal Data Policy ("PD Policy"), including but not limited to, processing of this Application/form and/or to provide subsequent advice or services to me/us in relation to this Application/Policy/form/AIA Vitality Programme and/or any other existing or future policy/policies/programmes that I/we may hold/ participate with AIA Singapore. Without prejudice to the foregoing, I/we agree to comply with the terms of the PD Policy, including where such PD Policy is amended from time to time by AIA Singapore in accordance with its terms. Where Personal Data of another person is disclosed by me/ us, I/we represent and warrant that I/we have obtained the consent of the individual concerned, except to the extent such consent is not required under relevant laws: (i) to collect such Personal Data; (ii) to disclose such Personal Data to the AIA Persons; and (iii) for the AIA Persons to Use such Personal Data in the manner and for the purposes described in the PD Policy. I/We hereby specifically waive (on our own behalf and on behalf of each such other person, and I/we represent and warrant that such other person has granted me/us authority to so waive) any right to bring a claim of any nature against any of the AIA Persons in respect of any above-mentioned Use and/or any Use of Personal Data in the nature of or for any of the purposes described above or in the PD Policy. I/We hereby agree to indemnify AIA Persons for all losses and damages that AIA Persons may suffer in the event that I/we are in breach of any representation and warranty provided by me/us herein. This authorisation shall bind my/our successors and assignees, and remains valid, notwithstanding death, irrespective of whether or not my/our Application/form is accepted by AIA Singapore. A photocopy of this authorisation shall be valid and effective as the original.

### Important Notes (Applicable to Policies purchased using borrowings from a lender)

- 1. If your loan repayment is in default, the lending institution may instruct us (AIA Singapore) to pay directly to it all such moneys as are payable under your policy (including any surrender or cash value), after deducting any amount that may be owed to us under the policy, or comply with all of its directions insofar as the lending institution is exercising its rights of the policy under the Assignment, including but not limited to the right to cancel the policy within the cooling-off period of the policy, surrender the policy and making cash withdrawals under the policy. As a result, the protection coverage will be reduced or even may become zero.
- 2. If, at the time of the death of the insured under the policy or the maturity of the policy, the loan is not wholly repaid, the lending institution may instruct us to pay the death or maturity benefit, after deducting any amount that you may be owed to us under the policy, directly to it for the repayment of any outstanding loan. As a result, the death or maturity benefit may be reduced or may even be zero.
- 3. The lending institution may instruct us to release such information relating to the policy as it may from time to time request, including but not limited to the surrender or cash value of the policy.
- 4. Unless we have received the prior consent of the lending institution, we cannot pay to you any money, whether by way of cash withdrawal, policy loan, refund of any surrender or cash value (upon cancellation or termination of the policy) or refund of all or part of any premium (upon cancellation of the Policy within the cooling-off period of the policy).
- 5. You may not be permitted to designate your spouse or children (or any of them) as beneficiary(ies) under the policy, or change the beneficiary(ies) under the policy to your spouse or children (or any of them) without the prior consent of the lending institution.
- 6. You should read and understand the terms and conditions of Assignment set out by the lending institution before using your policy as security.
- 7. AIA Singapore has no interest in the Assignment and is not responsible or liable for the legality, validity or sufficiency of the Assignment.

# Assignment of Policy as Security (continued)

### **Risk Disclosure**

You should be aware of the risks associated with using your policy as security for any borrowings from a lender. They include but are not limited to, the risks listed below:

- 1. Interest rate risk when the loan interest rate or crediting interest rate of the policy change, it may result in higher costs of interest payments and the value of the policy will be lower than the loan balance.
- Exchange rate risk (where applicable) risk of adverse exchange rate movement in the policy currency against the currency in which the loan is obtained (where the currency of the policy is different from the currency used in the loan) resulting in a fall in the value of the collateral held by the lender.
- 3. Credit rating risk risk of adverse changes in the credit rating of AIA Singapore.
- 4. In addition to the above risks, there may be other risks affecting your rights and benefits under your Policy, such as collateral top-up risks and loan recall risks. Please seek advice and clarification from the lender on the full risks of pledging or assigning your Policy as collateral for a loan.

# **Disclaimer:**

AIA Singapore recommends that you seek independent advice about the risks involved before entering into the Assignment.

Nothing in this document is to be construed as advice to you, nor to be relied on as advice for you to enter into the Assignment, which you do so at your own risk.

# Policyowner / Assignor's Acknowledgement

I hereby confirm that I have read through and understood the information provided to me herein regarding assigning my policy to lending institution as security for loan or other credit facilities and I acknowledge that if I have any questions, I should seek independent advice. I further acknowledge that this document may not cover all the risks associated with the Assignment and I shall make my own assessment before entering into the Assignment.

IN WITNESS WHEREOF, we, the Policy Owner/Assignor and the Assignee have set our hands on the date stated below.

### Signature of Policy Owner/Assignor

(or authorised signatory(ies), if Policyowner is an Entity)

Date			

Signature of Assignee (or authorised signatory(ies), if Policyowner is an Entity)

Date

# Notice Of Assignment

To: AIA Singapore Private Limited Policy Services Department

I/We hereby give you notice of the Assignment of the above Policy issued by AIA Singapore Private Limited. I/We hereby acknowledge that the date of the assignment shall be the date as specified next to the Policy Owner/Assignor's signature.

I/We hereby hold AIA Singapore Private Limited free of any liability or responsibility for any payments made to the Assignor and carrying out its other obligations to the Assignor prior to the receipt of this Notice of Assignment.

Yours sincerely,

Signature of Assignee

(or authorised signatory(ies), if Policyowner is an Entity)

Date			

Signature and Particulars of Witness/FSC/	IR					
I confirm that this form was completed and signed in my presence.						
Signature of Witness/FSC/IR						
Date						
Name of Witness			NRIC/Pa	assport/FIN No.		
Address of Witness				Contact No.		
FSC Declaration (To be completed by FSC Only)						
FSC/IR's Name	FSC/IR's Code	FSC/IR Unit Name		Mobile No.		
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This Form is provided for the convenience of policy owners only and AIA Singapore is not responsible for the validity, legality or sufficiency of this Form. Policy Owners are advised to consult their own legal advisers.



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To avoid any delays, please also ensure that your signature is executed in the same manner as our records. You may want to refer to the application form in your contract for a specimen of the original signature.

Solution the name, I/C no, & signature of a witness who is not related to you?

Please fold along dotted line

 $Signed and dated all forms/letters? <math display="inline">\Box$ 

(s)oN Vour Policy No(s)? 🗆

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Postage will be paid by addressee. For posting in Singapore only.

BUSINESS REPLY SERVICE PERMIT NO. 06134

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AlA Singapore Private Limited POLICY SERVICES 3 Tampines Grande #09-01 AIA Tampines Singapore 528799

# How to use this postage-paid return envelope:





