

CENTRAL PROVIDENT FUND ACT
(CHAPTER 36)

**CENTRAL PROVIDENT FUND
(DEPENDANTS' PROTECTION
INSURANCE SCHEME)
REGULATIONS**

Rg 19

**G.N. No.
S 595/2005**

2006 Ed.

Amended by
S 709/2007
S 119/2010

REVISED EDITION 2010
(31.5.2010)

31.5.2010

CENTRAL PROVIDENT FUND ACT
(CHAPTER 36, SECTION 51)

CENTRAL PROVIDENT FUND
(DEPENDANTS' PROTECTION INSURANCE SCHEME)
REGULATIONS

ARRANGEMENT OF REGULATIONS

Regulation

1. Citation
2. Definitions
3. Insured sum
4. Premium
5. Eligibility for premium discount prior to implementation date
6. Conversion of premium discount into free cover from implementation date
7. Payment of insured sum
8. Refund of premium where suicide or deliberate self-injury occurs within first year of insurance cover
9. Renewal of insurance
10. Opting out
11. Change of insurer
12. Cessation of insurance cover
13. Notional date of birth
14. Use of dissolved Dependants' Protection Insurance Fund surplus
15. Application
16. Transitional provision in respect of increase in insured sum
17. Discretionary bonus
18. Transitional provision

The Schedules

[17th September 2005]

Citation

1. These Regulations may be cited as the Central Provident Fund (Dependants' Protection Insurance Scheme) Regulations.

Definitions

- 2.** In these Regulations, unless the context otherwise requires —
- “appointed insurer” has the same meaning as in section 40 of the Act;
 - “assigned insurer”, in relation to a member, means the appointed insurer to whom the member was assigned by the Board and with whom the member is insured after the implementation date;
 - “free cover” means the free insurance cover provided under regulation 6;
 - “future liability” means the Board’s liability under the Scheme as at the date immediately before the implementation date and as set out in insurance covers in force on the day before the implementation date, in respect of —
 - (a) insured events arising on or after the implementation date but before the expiry of such insurance covers; and
 - (b) insured events arising before the implementation date for which claims are submitted on or after 17th September 2006,and includes the insurance covers issued under the Scheme in respect of which such liability may arise;
 - “implementation date” means the date specified in regulation 3 of the Central Provident Fund (Dependants’ Protection Insurance Scheme — Transfer of Liabilities) Regulations (Rg 32) for the transfer of the Board’s future liability to the appointed insurers;
 - “premium discount” means the premium discount applicable before the implementation date and provided under regulation 5;
 - “Scheme” has the same meaning as in section 40 of the Act.

Insured sum

- 3.—(1)** Subject to paragraph (4), the sum for which a member shall be insured under the Scheme on or after the implementation date shall be —

- (a) in the case of a member who is not entitled to any free cover, \$46,000 or, where the amount standing to his credit in the Fund is insufficient to pay the annual premium (the maximum amount of which is set out in the First Schedule) for the insurance cover, such lesser amount as may be approved by the Board; and
 - (b) in the case of a member who is entitled to free cover, the total sum of —
 - (i) \$46,000 or, where the amount standing to his credit in the Fund is insufficient to pay the annual premium (the maximum amount of which is set out in the First Schedule) for the insurance cover, such lesser amount as may be approved by the Board; and
 - (ii) the amount of free cover which he is entitled to under regulation 6.
- (2) Subject to paragraph (4), where a member is not entitled to any free cover, the maximum sum for which he is insured under the Scheme on or after the implementation date shall be \$46,000.
- (3) The minimum sum for which a member is insured under the Scheme on or after the implementation date shall be —
- (a) in the case of a member who is entitled to free cover, \$1,222; and
 - (b) in the case of a member who is not entitled to any free cover, \$5,000.
- (4) The maximum sum for which a member is insured in respect of any death or incapacity which occurred before the implementation date or is deemed to have occurred before the implementation date shall be \$44,000.

Premium

- 4.—**(1) Subject to regulations 5 and 6, the annual premium payable for each insured sum shall be —
- (a) in the case of an insured sum of \$46,000, subject to the maximum limits of the annual premium set out in the First Schedule; and

(b) in the case of an insured sum of less than \$46,000 and upon approval by the Board, such sum consisting of a pro-rated amount of the annual premium payable under sub-paragraph (a).

(2) The Board shall deduct the amount of annual premium payable by an insured person from the contributions standing to his credit in the ordinary account and, where those contributions are insufficient, the deficiency may be recovered from the contributions standing to his credit in the special account.

(3) Where the amount standing to the credit of a member in the Fund is insufficient to pay for the full annual premium in respect of any insured sum, the member may apply to the appointed insurer with whom he is insured for the deficiency to be paid in such other manner as may be approved by the Board.

Eligibility for premium discount prior to implementation date

5.—(1) An insured person who has attained the age of 55 years before the implementation date and who, immediately before attaining that age, was insured under the Scheme shall, from the next policy renewal date of his insurance cover, be entitled to the premium discount set out in the second column of the Second Schedule corresponding to the number of years (as set out in the first column of the Second Schedule) that he has been insured under the Scheme without any break in insurance cover as at the age of 55 years.

(2) Notwithstanding paragraph (1), no person shall be entitled to a premium discount in respect of any annual premium unless his insurance cover is renewed within one month of the expiry of the previous insurance cover.

(3) Any member who was not entitled to any premium discount before the implementation date shall not be entitled to any free cover under regulation 6 after the implementation date, notwithstanding his attainment of the age of 55 years.

(4) For the purposes of this regulation, there is no break in insurance cover if —

(a) the annual premium for renewal of insurance cover under the Scheme has been paid within one month of the expiry of the previous insurance cover under the Scheme; and

- (b) the insurance cover has been renewed for an insured sum of not less than \$5,000.

Conversion of premium discount into free cover from implementation date

6. On the implementation date, the premium discount which a member would have been entitled to under regulation 5(1) shall be converted into free cover of an amount equivalent to the additional insured sum set out in the second column of the Third Schedule.

Payment of insured sum

7.—(1) Where the annual premium has been paid by an insured person, the Board or the appointed insurer, as the case may be, shall, on the death or incapacity of that person at any time during the period he is covered under the Scheme, pay —

- (a) to the insured person, his nominee or nominees;
- (b) to the Public Trustee, in a case to which section 25(2) or (3) of the Act applies; or
- (c) to any person in accordance with any written law to which the appointed insurer is subject in respect of the payment of the insured sum,

as the case may be, any of the following sums, as is appropriate:

- (i) the insured sum referred to in regulation 3(1)(a) or (b)(i) and —
 - (A) if the insured person is a member who is entitled to free cover, an additional insured sum in accordance with the Third Schedule; and
 - (B) if the insured person is a member who is entitled to a discretionary bonus, any discretionary bonus granted by the Board under regulation 17; or
- (ii) the insured sum referred to in regulation 3(4) and any discretionary bonus granted by the Board under regulation 17 to which the insured person may be entitled.

(2) An insured person who is entitled to free cover shall be entitled to the benefits under paragraph (1) as if he had paid the amount of the premium payable in respect of such cover.

(3) Where an insured person dies during the period he is insured under the Scheme but before the implementation date and the claim is submitted before 17th September 2006, the insured sum shall, as soon as practicable upon proof of death, be paid by the Board to the person or persons nominated by that person under section 25(1) of the Act or to the Public Trustee as provided in section 25(2) or (3) of the Act, if there is no person nominated or if any person nominated (other than a widow) is below the age of 18 years at the time of payment of the insured sum.

(4) Where an insured person dies during the period he is insured under the Scheme but before the implementation date and the claim is submitted on or after 17th September 2006, the insured sum shall, as soon as practicable upon proof of death, be paid by the appointed insurer with whom he was insured to the person or persons nominated by that person under section 25(1) of the Act or to the Public Trustee as provided in section 25(2) or (3) of the Act, if there is no person nominated or if any person nominated (other than a widow) is below the age of 18 years at the time of payment of the insured sum.

(5) Where an insured person dies during the period he is insured under the Scheme and on or after the implementation date, the insured sum shall, as soon as practicable upon proof of death, be paid by the appointed insurer, with whom he was insured, in accordance with any written law to which the appointed insurer is subject in respect of the payment of the insured sum.

(6) Where there is a claim submitted by an insured person on the ground of incapacity at any time during the period he is insured under the Scheme —

- (a) in the case where the incapacity occurred before the implementation date or is deemed to have occurred before the implementation date and the claim is submitted before 17th September 2006, the Board shall, upon proof of incapacity, pay to him the insured sum;
- (b) in the case where the incapacity occurred before the implementation date and the claim is submitted on or after 17th September 2006, the appointed insurer with whom the person was insured shall, upon proof of incapacity, pay to him the insured sum in accordance with these Regulations;

(c) in the case where the incapacity occurred on or after the implementation date and the claim is submitted on or after the implementation date, the insured sum shall, upon proof of incapacity, be paid by the appointed insurer with whom the person was insured; and

(d) in the case where the claim is submitted before the implementation date and the incapacity is deemed to have occurred on or after the implementation date, the Board shall, upon proof of incapacity, pay to him the insured sum.

(7) Where the Board or the appointed insurer, as the case may be, pays a claim under section 49(2) of the Act, the Board or the appointed insurer, as the case may be, shall, upon proof of incapacity, pay to the insured person the insured sum in one lump sum or by monthly instalments of such amount as may be determined by the Board or the appointed insurer, as the case may be, for a period not exceeding 3 years, subject to the condition that in the event the insured person is no longer incapacitated, the Board or the appointed insurer, as the case may be, shall stop payment of any insured sum remaining unpaid at the date of his taking up any employment and such amount shall not be recoverable by him.

(8) Where the insured sum is paid by instalment under paragraph (7), interest at the prevailing rate declared by the Board under section 6(4) of the Act for the amount standing to the credit of a member of the Fund in his ordinary account shall be paid to the insured person together with the final instalment.

(9) Where the Board or the appointed insurer, as the case may be, ceases payment under paragraph (7), the insured person shall remain insured under the Scheme for the insured sum remaining unpaid at the date from which he is no longer incapacitated.

(10) Notwithstanding anything in these Regulations, the Board or the appointed insurer, as the case may be, shall not be liable to pay the insured sum in respect of any insured person —

(a) if that person was insured under the Scheme before 1st March 2001 and —

(i) his death or incapacity occurred within one year from the date from which he was insured under the Scheme; and

- (ii) the death was the result of suicide or the incapacity was the result of deliberate self-injury;
- (b) if that person is insured under the Scheme on or after 1st March 2001 and his death or incapacity is the result of suicide or deliberate self-injury committed within one year from the date from which he is insured under the Scheme;
- (c) if that person suffered capital punishment for any criminal act committed within one year from the date from which he is insured under the Scheme;
- (d) if the death or incapacity of that person, directly or indirectly, arose out of or is consequent upon or contributed by his own intentional criminal act committed within one year from the date from which he is insured under the Scheme;
- (e) if the death or incapacity of that person arises from war or any warlike operations or participation in any riot;
- (f) if he makes or furnishes to the Board or the appointed insurer, as the case may be, any statement or fact that is false or misleading in a material particular; or
- (g) if he is incapacitated or is diagnosed as having a terminal illness on or before the date of commencement of his insurance cover under the Scheme.

Refund of premium where suicide or deliberate self-injury occurs within first year of insurance cover

8. Where the Board or the appointed insurer, as the case may be, is not liable to pay the insured sum in respect of any insured person under regulation 7(10)(a), (b), (c) or (d), the Board or the appointed insurer, as the case may be, shall refund to that person, by crediting to his account in the Fund, an amount which the Board or the appointed insurer, as the case may be, determines to be the premium which had been paid by the person under the Scheme, together with the whole or such part, as the Board may determine, of the interest that would have been payable thereon had the amount not been deducted from the insured person's account.

Renewal of insurance

9.—(1) The insurance cover of an insured person under the Scheme shall be renewed on the anniversary of the date of the commencement of his insurance cover.

(2) Where, at the time of renewal of the insurance cover of an insured person who is not entitled to any free cover under regulation 6, the amount standing to his credit in the Fund is insufficient to pay the annual premium for an insured sum of \$5,000, his insurance cover shall not be renewed.

(3) Where the amount standing to the credit of a member in the Fund is insufficient to pay for the full annual premium in respect of any insured sum, the deficiency shall be paid by the member to the appointed insurer with whom he is insured or in such other manner as may be approved by the Board and, if the deficiency is paid within one month from the date the premium is due, that member shall be deemed to be insured under the Scheme from the date the premium first became due.

Opting out

10.—(1) Where an insured person receives an assignment of insurer notice and, within the time period stipulated in the assignment of insurer notice, gives notice in writing to the Board that he does not wish to be insured under the Scheme, he shall cease to be insured under the Scheme from —

- (a) the date on which the notice is received by the Board; or
- (b) the date indicated by the insured person on the notice as the date from which he wishes to cease to be insured under the Scheme,

whichever is the later.

(2) Where the time period stipulated in the assignment of insurer notice has lapsed, an insured person who gives notice in writing to his assigned insurer that he does not wish to be insured under the Scheme shall cease to be insured under the Scheme from —

- (a) the date on which the notice is received by the assigned insurer; or

- (b) the date indicated by the insured person on the notice as the date from which he wishes to cease to be insured under the Scheme,

whichever is the later.

(3) If an insured person who is insured under the Scheme pursuant to section 42(1) of the Act opts out of the Scheme within 2 months from the date of the commencement of his insurance cover, the assigned insurer shall refund to him the full amount of the premium paid by him.

(4) If an insured person who is insured under the Scheme pursuant to section 42(1) of the Act opts out of the Scheme at any time after the second month of the commencement of such insurance cover, the assigned insurer shall refund to him a proportionate amount of the premium in respect of the unexpired period of his insurance cover under the Scheme.

(5) If an insured person who is insured under the Scheme pursuant to section 42(4) of the Act opts out of the Scheme within 14 days from the date of the commencement of his insurance cover, the appointed insurer with whom he is insured shall refund to him the full amount of the premium paid by him.

(6) If an insured person who is insured under the Scheme pursuant to section 42(4) of the Act opts out of the Scheme at any time after the 14th day of the commencement of such insurance cover, the appointed insurer with whom he is insured shall refund to him a proportionate amount of the premium in respect of the unexpired period of his insurance cover under the Scheme.

(7) Where the Board or an assigned insurer has reason to believe that a member who is covered under the Scheme pursuant to section 42(1) of the Act is unable, by reason that he lacks capacity within the meaning of section 4 of the Mental Capacity Act (Cap. 177A), to make the decision to opt out of his insurance cover for himself —

- (a) a deputy appointed or deemed to be appointed for the member by the court under the Mental Capacity Act with power in relation to the member for the purposes of the Act;

- (aa) a donee under a lasting power of attorney registered under the Mental Capacity Act (Cap. 177A) with power in relation to the member for the purposes of the Act; or
- (b) such other person as the Board or the assigned insurer thinks fit,

may terminate the insurance cover of the member by lodging, with the Board under paragraph (1) or the assigned insurer under paragraph (2), a written notice in such form as the Board or the assigned insurer, as the case may be, thinks fit, and the Board or the assigned insurer, as the case may be, shall refund to the member the full amount of premium paid by him under the Scheme, together with the whole or such part, as the Board may determine, of the interest that would have been payable thereon had the premium not been deducted from his account.

(8) In this regulation and in regulation 11, “assignment of insurer notice” means the notice sent by the Board to the member informing the member that a particular appointed insurer has been assigned to him.

Change of insurer

11.—(1) Where an insured person receives an assignment of insurer notice and, within the time period stipulated in the assignment of insurer notice, gives notice in writing to the Board that he wishes to be insured under the Scheme with his preferred appointed insurer, he shall cease to be insured under the Scheme with his existing assigned insurer and shall instead be insured under the Scheme with his preferred appointed insurer from —

- (a) the date on which the notice is received by the Board; or
- (b) the date indicated by the insured person on the notice as the date from which he wishes to be insured under the Scheme with his preferred appointed insurer,

whichever is the later.

(2) Where the time period stipulated in the assignment of insurer notice has lapsed, an insured person who gives notice in writing to his preferred appointed insurer that he wishes to be insured under the Scheme with his preferred appointed insurer, shall cease to be insured

under the Scheme with his existing assigned insurer and shall instead be insured under the Scheme with his preferred appointed insurer from —

- (a) the date on which the notice is received by his preferred appointed insurer;
- (b) the date indicated by the insured person on the notice as the date from which he wishes to be insured under the Scheme with his preferred appointed insurer; or
- (c) in the case of an insured person suffering from a medical condition, the date his preferred appointed insurer approves his application,

whichever is the latest.

Cessation of insurance cover

12.—(1) An insured person shall cease to be insured under the Scheme if —

- (a) he has received payment of the insured sum on account of his incapacity;
- (b) he opts out of the Scheme; or
- (c) subject to regulation 4(3), the moneys standing to the credit of the insured person in the Fund is insufficient to pay the annual premium for the minimum insured sum referred to in regulation 3(3)(b) at the time when payment of the premium is due.

(2) Where an insured person ceases to be insured under the Scheme by virtue of paragraph (1)(b) or (c), he may subsequently apply to his preferred appointed insurer to be insured under the Scheme and the preferred appointed insurer may grant the application subject to such terms and conditions as the preferred appointed insurer may impose.

Notional date of birth

13. For the purposes of these Regulations, where the date of birth of a member cannot be ascertained or is doubtful, his date of birth shall be deemed to fall on 1st January of the year in which he was born.

Use of dissolved Dependants' Protection Insurance Fund surplus

14. The Board shall deal with the balance of the amount retained from the dissolved Dependants' Protection Insurance Fund and any surplus arising therefrom in such manner as may be directed by the Minister.

Application

15.—(1) Every application by a member —

- (a) to be insured under the Scheme in accordance with section 42(4) of the Act;
- (b) for any withdrawal of moneys in the Fund for the purposes of the Scheme;
- (c) to increase his cover under the Scheme;
- (d) to opt out of the Scheme; or
- (e) to change the appointed insurer with whom he is insured,

shall be made in such form and supported by such evidence as the Board or the appointed insurer, as the case may be, may require.

(2) Any application by a member to be insured under the Scheme in accordance with section 42(4) of the Act shall be subject to such terms and conditions as the relevant appointed insurer may impose.

Transitional provision in respect of increase in insured sum

16.—(1) Subject to paragraph (2), where an insured person's annual insurance cover under the Scheme commenced or was renewed within one year before the implementation date, his insured sum for the unexpired period of his annual insurance cover under the Scheme with effect from that date shall be an amount computed in accordance with the following formula:

$$\frac{A}{44,000} \times 46,000$$

where A is the sum for which he was insured under the Scheme immediately before the implementation date.

(2) Paragraph (1) shall not apply to the insured sum payable in any case in which the death or incapacity of the insured person occurred

before the implementation date or is deemed to have occurred before the implementation date.

Discretionary bonus

17.—(1) An insured person may, at the discretion of the Board, be granted a bonus insured sum in addition to the insured sum to which he is entitled under the Scheme if —

- (a) he is insured under the Scheme as at 28th June 2003; or
- (b) he was insured under the Scheme as at 29th March 2003 but his insurance cover has expired by virtue of regulation 9(2) within a period of 3 months immediately after that date.

(2) An insured person may, at the discretion of the Board, in addition to any bonus insured sum which he may have been granted under paragraph (1), be granted a bonus insured sum if he was insured under the Scheme as at such date as the Board may determine.

(3) Where an insured person is granted a bonus insured sum under paragraph (1)(b), the Board may allow the insured person to be insured under the Scheme again with effect from such date as the Board may determine.

Transitional provision

18. Without limiting the provisions of the Interpretation Act (Cap. 1), the revocation of the Central Provident Fund (Dependants' Protection Insurance Scheme) Regulations (Rg 19, 1998 Ed.) shall not affect anything whatsoever done under any provision of the revoked Regulations, and every such thing so far as it is subsisting or in force at the time of the revocation shall continue and have effect as if it had been done under the corresponding provision of these Regulations and as if that provision had been in force when the thing was done.

FIRST SCHEDULE

Regulations 3(1) and 4(1)

TABLE SHOWING THE MAXIMUM
ANNUAL PREMIUM PAYABLE FOR
AN INSURED SUM OF \$46,000

<i>Age of insured person (in years)</i>	<i>Maximum annual premium payable</i>
34 and below	\$36
35–39	\$48
40–44	\$84
45–49	\$144
50–54	\$228
55–59	\$260.

SECOND SCHEDULE

Regulation 5(1)

TABLE SHOWING THE PREMIUM DISCOUNT
TO WHICH A MEMBER WHO HAS ATTAINED
THE AGE OF 55 YEARS AND HAS BEEN INSURED
UNDER THE SCHEME WITHOUT BREAK IN COVER
WOULD HAVE BEEN ENTITLED TO BEFORE
THE IMPLEMENTATION DATE

(1)	(2)
<i>Number of years the insured person has been insured under the Scheme without break in cover at the age of 55 years</i>	<i>Premium discount to which member would have been entitled before the implementation date</i>
16	\$65
15	\$60
14	\$55
13	\$50
12	\$45
11	\$40
10	\$35
9	\$30
8	\$25
7	\$20

SECOND SCHEDULE — *continued*

(1)	(2)
<i>Number of years the insured person has been insured under the Scheme without break in cover at the age of 55 years</i>	<i>Premium discount to which member would have been entitled before the implementation date</i>
6	\$15
5	\$10
4	\$10
3	\$10
2	\$10
1 or less	\$10.

THIRD SCHEDULE

Regulations 6 and 7(1)

TABLE SHOWING THE ADDITIONAL
INSURED SUM OF A MEMBER WHO
IS ENTITLED TO FREE COVER

(1)	(2)
<i>Premium discount to which member would have been entitled before the implementation date</i>	<i>Additional insured sum</i>
\$65	\$7,944
\$60	\$7,333
\$55	\$6,722
\$50	\$6,111
\$45	\$5,500
\$40	\$4,889
\$35	\$4,278
\$30	\$3,667
\$25	\$3,056
\$20	\$2,444
\$15	\$1,833
\$10	\$1,222.

[G.N. Nos. S 595/2005; S 709/2007; S 119/2010]
