

Amended and Restated
Moratorium on Genetic Testing and Insurance
Between
The Ministry of Health (“MOH”)
And
Life Insurance Association (“LIA”)

(the “**2025 Moratorium**”)

Introduction

- A. The Moratorium on Genetic Testing and Insurance was first entered into by the Ministry of Health (MOH) and Life Insurance Association (LIA) on behalf of its members on 27 January 2021 (the “**2021 Moratorium**”). The 2021 Moratorium represents MOH and LIA’s effort to engender greater trust in Precision Medicine (“**PM**”), including clinical genetic testing and PM research, by providing clarity on the use of genetic test results for the purposes of insurance.
- B. From 2023 to 2024, MOH and LIA conducted a mid-term review of the 2021 Moratorium to ensure its effectiveness and to support upcoming national initiatives such as the national Familial Hypercholesterolaemia (“**FH**”) genetic testing programme. Arising from the mid-term review, MOH and LIA agreed to amend and restate the terms of the 2021 Moratorium as set out in this 2025 Moratorium. The terms of this 2025 Moratorium reflect the latest commitments from LIA and its members on the use of genetic test results in underwriting risk, and apply to all LIA members.
- C. For greater clarity, under this 2025 Moratorium, a distinction is drawn between clinical genetic tests (which comprises diagnostic genetic tests and predictive genetic tests), and non-clinical genetic tests (such as Direct-to-Consumer genetic tests).

Clinical Genetic Tests

- i. Diagnostic genetic tests confirm or rule out a diagnosis based on existing symptoms, signs or abnormal non-genetic test results which indicate that the condition in question may be present. In the same way as a blood test or medical imaging, genetic testing can be used to confirm or exclude diagnoses of ill health. The results of diagnostic genetic tests can therefore

form part of relevant medical information in such applications. In these instances, insurers may access the results of a diagnostic genetic test and may use these results to inform their decision about an application. Diagnostic genetic tests are subject to Paragraphs 2, 3 and 8 of this 2025 Moratorium.

- ii. Predictive genetic tests predict a future risk of disease in individuals without symptoms or signs of a genetic disorder. Predictive genetic test results can only be used in insurance underwriting in accordance with Paragraph 4(b) of this 2025 Moratorium, subject always to Paragraphs 2, 3, 4, 5, 6, and 8 of this 2025 Moratorium.

Non-Clinical Genetic Tests

- iii. Direct-to-Consumer genetic tests are genetic tests provided directly to consumers by the manufacturer or supplier of the test. Examples include ancestry, personality, behavioural or nutrigenomic testing. Direct-to-Consumer genetic tests are subject to Paragraphs 2, 3 and 7 of this 2025 Moratorium.

MOH AND LIA HAVE REACHED THE FOLLOWING COMMON UNDERSTANDINGS AND INTENTIONS:

Definitions

1. For this 2025 Moratorium:

- (a) “Activities of Daily Living” or “ADL” means a set of activities such as (i) bathing or washing, (ii) dressing, (iii) feeding, (iv) transferring, (v) mobility and (vi) toileting;
- (b) “Applicant” means the person applying for an insurance (whether or not that person is the Life Assured under that insurance);
- (c) “Applied Insurance” means the insurance application to be underwritten;
- (d) “Biomedical Research” means any systematic investigation with the intention of developing or contributing to generalisable knowledge;
- (e) “Critical Illness Insurance” means an insurance that pays out a benefit when the Life Assured under that insurance is diagnosed with one or more specified diseases or has undergone one or more specified medical procedures;

- (f) “Cumulative Insurance” means an insurance which:
- (i) is one of the Approved Insurance Types as set out in Column 1 of Table 1 below;
 - (ii) in relation to an Applied Insurance for the purpose of Paragraph 4(b):
 - a. is of the same Approved Insurance Type (as set out in Column 1 of Table 1 below) as the Applied Insurance;
 - b. insures the same Life Assured as the Applied Insurance; and
 - c. has not lapsed and is effective as at the date the Applied Insurance is to be effected; and
 - (iii) is not group insurance or general insurance;
- (g) “Diagnostic Genetic Test” means a Genetic Test that confirms or rules out a diagnosis based on existing symptoms, signs or abnormal non-genetic test results which indicate that the condition in question may be present;
- (h) “Direct-to-Consumer Genetic Test” means a Genetic Test that is provided directly to consumers by the manufacturer or supplier of that test;
- (i) “Disability Income Insurance” means an insurance that pays a fixed amount each month to replace part of the income the Life Assured under that insurance would lose if the Life Assured is not able to work as a result of an accident or illness;
- (j) “Genetic Test” means a test which looks for a particular gene variant. This is regardless of whether the test was carried out as part of a single-gene test, a panel, or up to the level of whole genome sequencing;
- (k) “Health Insurance” means an insurance that provides benefits for daily cash limits or for medical costs resulting from accidents or illness. It is also known as medical expense insurance, hospital and surgical insurance, or hospital income plan;
- (l) “Individual” means an Applicant or a Life Assured;
- (m) “Insurer” means any insurer who is carrying on life business (as defined in Section 2(1)(a) of the Insurance Act 1966) in Singapore;
- (n) “Integrated Shield Plan” means an insurance plan which provides higher coverage than MediShield Life and comprises two parts, namely, the basic MediShield Life and an additional private insurance portion run by private insurers;

- (o) “Life Assured” means, in relation to an insurance, the individual whose life is or is to be insured under that insurance, whether or not that individual is an adult or child and whether or not that individual is a Resident;
- (p) “Life Insurance” means an insurance that provides financial protection against the financial loss that can happen due to an individual’s death;
- (q) “Long-term Care Insurance” means an insurance that helps to meet some or all of the costs of daily living of a Life Assured who, as a result of an accident or illness, is unable to perform a specified number of ADLs;
- (r) “Payout” means an amount that would be (but has not been) paid out by an Insurer under a valid insurance policy, whether such amount is a lump sum payment (such as a lump sum payment of the sum assured (including riders or multiplier benefits)) or a monthly payment (such as a monthly benefit);
- (s) “Predictive Genetic Test” means a Genetic Test that predicts a future risk of disease in individuals without symptoms or signs of a genetic disorder;
- (t) “Resident” means any person (whether an adult or a child) who is:
 - (i) a Singapore citizen;
 - (ii) a Singapore permanent resident;
 - (iii) a Singapore resident who (A) holds a work pass or permit issued under the Employment of Foreign Manpower Act 1990 or any of its regulations, and (B) has resided in Singapore for not less than a total of 183 days in the 12 months preceding the date on which he or she submitted the application for Applied Insurance; or
 - (iv) a Singapore resident who (A) holds a pass or permit issued under the Immigration Act 1959 or any of its regulations, that has a duration longer than 90 days, and (B) has resided in Singapore for at least 90 consecutive days in the 12 months preceding the date on which he or she submitted the application for Applied Insurance;
- (u) “Resident Individual” means an Individual who is a Resident; and
- (v) “Total Permanent Disability Insurance” means an insurance that provides financial protection against the financial loss of a Life Assured when he or she is found to be permanently disabled.

Commitments to consumers

No requirement to undertake Genetic Test

2. Insurers shall not require or pressure an Individual (directly or indirectly) to undertake any Genetic Test in order to obtain insurance coverage. The Insurers shall also not request a Resident Individual to take a Predictive Genetic Test.

Genetic Tests for Biomedical Research

3. An Insurer shall not:

- (a) request the disclosure of; or
- (b) use,

the result of any Genetic Test for the purpose of underwriting any insurance in relation to any Individual, if the Genetic Test was conducted in the context of **Biomedical Research** regardless of where or when the research was conducted or the nature of the research.

This Paragraph 3 shall apply even if the conditions in Paragraph 4(b) are satisfied.

Predictive Genetic Tests

4. (a) An Insurer shall not:

- (i) request the disclosure of; or
- (ii) use,

the result of any Predictive Genetic Test for the purpose of underwriting any insurance in relation to a Resident Individual. To avoid doubt, this includes any Predictive Genetic Test which was previously taken or which may be taken in the future.

- (b) Notwithstanding Paragraph 4(a), an Insurer may request the disclosure or use the result of a Predictive Genetic Test for the purpose of underwriting the Applied Insurance in relation to a Resident Individual if all the following conditions are satisfied:

- (i) The Applied Insurance is one of the Approved Insurance Types set out in Column 1 of Table 1 below;
- (ii) The sum of Payouts under the Applied Insurance (as if it has been effected) and Cumulative Insurances from all insurers in Singapore, as at the date the Applied Insurance is underwritten, is above the Approved Financial Limit set out in Column 2 of Table 1 below; and
- (iii) The Predictive Genetic Test, the result of which is to be disclosed or used, is one of the types of Approved Predictive Genetic Test set out in Column 3 of Table 1 below.

Table 1. List of Approved Insurance Types, Approved Financial Limits and Approved Predictive Genetic Tests

Column 1. Approved Insurance Type	Column 2. Approved Financial Limit (aggregated per life basis)	Column 3. Approved Predictive Genetic Test (medical condition / gene)
Life Insurance	the higher of: (a) S\$2,000,000 per life; or (b) the amount of the sum assured in a Life Insurance which is in the 99 th percentile of all Life Insurances in Singapore at the time the Applied Insurance is underwritten	Huntington's disease (HTT)
Total Permanent Disability Insurance	the higher of: (a) S\$2,000,000 per life; or (b) the amount of the sum assured in a Total Permanent Disability Insurance which is in the 99 th percentile of all Total Permanent Disability Insurances in Singapore at the time the Applied Insurance is underwritten	
Long-term Care Insurance under which the Insurer will pay out a claim if the Life Assured is unable to perform 2 or more ADLs for at least 6 months (each, a	the higher of: (a) S\$3,000 monthly benefit; or (b) the amount of monthly Payout payable under a Type A Long-term Care Insurance which is in the 99 th percentile of all Type A Long-term Care Insurances in Singapore at the time the Applied Insurance is underwritten	

“Type A Long-term Care Insurance”)		
Long-term Care Insurance under which the Insurer will pay out a claim if the Life Assured is unable to perform 1 ADL (each, a “Type B Long-term Care Insurance”)	the higher of: (a) S\$3,000 monthly benefit; or (b) the amount of monthly Payout payable under a Type B Long-term Care Insurance which is in the 99 th percentile of all Type B Long-term Care Insurances in Singapore at the time the Applied Insurance is underwritten	Huntington’s disease (HTT) Breast cancer (BRCA1) Breast cancer (BRCA2)
Critical Illness Insurance	the higher of: (a) S\$500,000 per life; or (b) the amount of the sum assured in a Critical Illness Insurance which is in the 99 th percentile of all Critical Illness Insurances in Singapore at the time the Applied Insurance is underwritten	
Disability Income Insurance	the higher of: (a) S\$10,000 monthly benefit; or (b) the amount of monthly Payout payable under a Disability Income Insurance which is in the 99 th percentile of all Disability Income Insurances in Singapore at the time the Applied Insurance is underwritten	

<i>Explanatory Note: Insurers shall aggregate the Payouts under Cumulative Insurances and the Applied Insurance in determining whether the condition in Paragraph 4(b)(ii) is met</i>		
Illustration		
Year	Cumulative Insurance	Sum Assured
2020	<i>Resident Individual bought Policy 1 which is an Approved Insurance Type (e.g. Critical Illness Insurance) from Insurer A</i>	<i>\$2million</i>
<i>Commencement Date of 2021 Moratorium: 27 January 2021</i>		
2025	<i>Resident Individual wishes to buy Applied Insurance Policy 2 which is an Approved Insurance Type and the same type of insurance as Policy 1 (i.e. Critical Illness Insurance) from Insurer B</i>	<i>\$500,000</i>
		<i>\$2.5million</i>
<i>Insurer B will underwrite based on the total sum assured of \$2.5million.</i>		

5. An Insurer shall not:

(a) request the disclosure of; or

(b) use,

the result of any Predictive Genetic Test for the purpose of underwriting any insurance in relation to any Individual:

- (i) if the insurance to be underwritten is a Health Insurance, an Integrated Shield Plan, or any other type of insurance not listed in Table 1;
- (ii) if the Predictive Genetic Test was taken after insurance cover under such an insurance had started, unless the Individual consented to the Genetic Test before the insurance cover had started; or
- (iii) if the Predictive Genetic Test is a Genetic Test of **an individual other than the Individual**, such as a blood relative of the Individual.

This Paragraph 5 shall apply even if the conditions in Paragraph 4(b) are satisfied.

6. Notwithstanding any other provision of this 2025 Moratorium, if the result of a Predictive Genetic Test is given or disclosed to an Insurer by an Individual or any

other person, whether accidentally, voluntarily or otherwise, the Insurer may take into account the result if the result is to the Individual's benefit. If the result is unfavourable to the Individual, then the Insurer shall not use the result for any purpose, unless the conditions in Paragraph 4(b) are satisfied.

Disclosure and Use of Results of Non-Clinical Genetic Tests

7. An Insurer shall not:

- (a) request the disclosure of; or
- (b) use,

the result of any Genetic Test which is a **Direct-to-Consumer** Genetic Test for the purpose of underwriting any insurance in relation to any Individual.

To avoid doubt, this Paragraph 7 shall apply even if the conditions in Paragraph 4(b) are satisfied.

Disclosure and Use of Results of Genetic Tests conducted under the National FH Genetic Testing Programme

8. An Insurer shall not:

- (a) request the disclosure of; or
- (b) use,

the result of any Genetic Test for FH for the purpose of underwriting any insurance in relation to any Individual:

- (i) where the Individual has been enrolled with an MOH-approved facility for the Genetic Test for FH to be conducted as part of the National FH Genetic Testing Programme;
- (ii) where such Genetic Test for FH was conducted before the date that the National FH Genetic Testing Programme ends (as communicated by MOH to LIA in writing) or before the date that the legislation on the use of genetic test information in insurance underwriting takes effect (whichever is earlier); and
- (iii) where the Genetic Test for FH was in respect of any of the following genes:
 - a. Low-density lipoprotein receptor (LDLR) gene;
 - b. Apolipoprotein B (APOB) gene; and
 - c. Proprotein convertase subtilisin/kexin type 9 (PCSK9) gene.

This Paragraph 8 shall apply even if the conditions in Paragraph 4(b) are satisfied.

Individual provided with Information

9. Each Insurer shall provide each Individual clearly with the following information before an application for insurance cover is completed, explaining:
 - (a) what an Individual will and will not have to disclose regarding Genetic Test results, in accordance with this 2025 Moratorium; and
 - (b) how the Insurer's insurance decision may be affected if the Individual decides voluntarily to disclose any favourable Predictive Genetic Test result.

Compliance

10. Compliance with this 2025 Moratorium is a condition of LIA membership, as follows:
 - (a) each LIA member shall submit an annual compliance report to LIA, certifying its continued compliance with this 2025 Moratorium and outlining all complaints received relating to the operation of this 2025 Moratorium;
 - (b) on behalf of its members, LIA shall submit an annual compliance report to MOH;
 - (c) each annual compliance report referred to above shall be in a form and contain information required by MOH after consultation and mutual agreement with LIA; and
 - (d) each complaint handled by the insurer (i.e. LIA member) should also be informed to MOH in a stipulated timeline and in a form containing information required by MOH, after consultation and mutual agreement with LIA.

Duration and reviews

11. This 2025 Moratorium shall take effect from 30 June 2025 (the “**Commencement Date**”). This 2025 Moratorium is open-ended with no expiry date unless it is replaced by any legislation on the use of genetic test information in insurance underwriting at its effective date. To avoid doubt, the 2021 Moratorium shall continue to apply in respect of insurance policies that were signed or entered into prior to the Commencement Date. Nothing in this 2025 Moratorium is or amounts to any representation, promise or statement of intent as to the existence, introduction, future enactment, content or scope of any legislation in relation to genetic test information and insurance underwriting.
12. The 2025 Moratorium will be mutually reviewed every three years by MOH and LIA as informed to LIA by MOH in writing (or vice versa). At any time during the three years, either MOH or LIA may request for a review if developments in genetic testing or in the insurance sector warrant an urgent review. As part of the

review process, MOH and LIA will take into account relevant considerations such as but not limited to:

- (a) industry feedback;
- (b) appropriateness of financial limits and types of insurance stated in Paragraph 4;
- (c) impact of this 2025 Moratorium on the sustainability of the life insurance industry; or
- (d) any developments in genetic testing and the insurance sector, allowing for this 2025 Moratorium to be kept up-to-date.