

## **PRIVILEGES AND CONDITIONS**

### **1. BENEFIT PAYABLE**

- (a) In the event of death of the Insured during the Contract Term, we will pay the Basic Sum Assured together with the Bonus.
- (b) On admission of a claim for any one of the dread diseases (defined in the Endorsement E017 attached to this Policy) contracted by the Insured during the Contract Term, we will pay the Basic Sum Assured together with Bonus.
- (c) Upon the survival of the Insured at the end of the Contract Term, we will pay the Basic Sum Assured together with the Bonus.

All payments of Bonus shall be subject to the below clause entitled "Bonuses".

### **2. INCONTESTABILITY**

After one year from the Date of Issue or from the date of revival, whichever is later, this Policy shall be incontestable except for fraud or non-payment of premiums.

### **3. RESIDENCE, TRAVEL AND OCCUPATION**

No restrictions are placed upon the Insured with regard to residence, travel and occupation, except as provided in any Special Agreement or Endorsement to this Policy issued by us.

### **4. SUICIDE**

This Policy shall be void if the Insured whether sane or insane, dies by his or her own hands within one year from:-

- (a) the Date of Issue of this Policy or
- (b) the effective date of any increase in Sum Assured or
- (c) the date of reinstatement of this Policy.

If such an event occurs, we will refund the total premium paid without interest from the Policy Entry Date, or if the Policy has been reinstated, the total premium paid without interest from the date of reinstatement.

If any interest in this Policy has been bona fide acquired for valuable consideration by any person other than the Insured, and of which written notice shall have been received by us before the death of the Insured, we will pay that person the amount of such valuable consideration or the Sum Assured, whichever is lesser.

### **5. ADMISSION OF AGE**

If the date of birth was incorrectly stated in the proposal form, then the Sum Assured shall be such sum as the premium paid would have purchased according to the premium rate based on the correct date of birth on the Entry Date.

### **6. GRACE PERIOD**

You are allowed a grace period of 30 days to pay your second and subsequent premiums. During this period the Policy will be maintained in full force, but if any sum becomes payable by us during the grace period, the amount of any unpaid premium will be deducted.

### **7. POLICY FEES**

- (a) Monthly policy fee of \$2.50 or such other amount which we may from time to time determine, shall be deducted from the premium paid.
- (b) The policy fee is not guaranteed and may be reviewed by us at any time

### **8. NON-PAYMENT OF PREMIUMS**

If the premium is not paid within the grace period, then:

- (a) if the Policy has acquired a cash value which, after deduction of any existing charge in our favour (including a charge in respect of any earlier unpaid premium and interest), is greater than the amount of the unpaid premium, we will advance an automatic premium loan and the Policy will remain in full force subject to deduction of the outstanding premium or premiums with interest at a rate determined by us;

- (b) if the Policy has not acquired a cash value, or if the cash value, after deduction of any existing charge in our favour (including a charge in respect of any earlier unpaid premium and interest) is less than the amount of the unpaid premium, the Policy will lapse on the expiry of the grace period.

If the Policy has lapsed, it may be reinstated at any time within thirty-six months of the date of lapse, on payment of the outstanding premiums and interest and subject to satisfactory proof of the good health of the Insured and provided no adverse material change has occurred in the risks assured by the Policy.

#### **9. SURRENDER VALUE AND PAID-UP POLICY**

After not less than two years' premiums have been paid, this Policy may, at your written request, be:-

- (a) surrendered, upon which we will pay a cash value; or
- (b) converted to a paid-up policy for a reduced Sum Assured, upon which no further premiums will be payable. The paid-up policy will participate in subsequent bonus distributions in respect of the reduced Sum Assured only, but the full amount of any bonuses attaching to the policy at the date of conversion will be attached to the paid-up policy.

The cash value and the paid-up Sum Assured shall be of such amount as determined by our Actuary.

#### **10. LOANS**

Loan on the security of this Policy may be granted at our discretion and subject to such terms and conditions determined by us from time to time. All such loans and interest thereon will be a first charge on this Policy and will be deducted from any amount payable under this Policy. If at any time the amount of such loans and interest exceed the cash value of the Policy, all benefits under this Policy shall automatically cease. No loans will be granted to anyone below the age of 21 years. Repayments in whole or in parts may be made at any time. We shall charge interest on the loan amount and the interest charged shall be based on the rate agreed at the time the loan is taken. We may change the interest rate at any time and, if any change is made, we shall provide 1 month's notice about such change.

#### **11. BONUSES**

If the Policy is a with profits policy, a reversionary Bonus will be added to the Policy each year out of the surplus arising from the actuarial valuation of the Life Assurance Fund. The amount of bonus will be determined by our Actuary. The Bonus will not vest until two (2) years from the Entry Date and is paid at the same time as the Sum Assured.

#### **12. TOTAL AND PERMANENT DISABILITY BENEFIT**

- (a) While this Policy is in force, should the Insured become Totally and Permanently Disabled as defined below, then except as stated in (e) below we will waive the payment of all future premiums and pay in lieu of the Sum Assured the Benefit as defined in (b) below in five annual advance payments subject to the following:-

The disability must occur before the Insured attains the age of 65 years.

Each of the first four annual payments will be 10% of the Benefit and the fifth payment will be 60% of the Benefit.

On the expiry of the Period of Insurance of the Policy or on the death of the Insured before 100% of the Benefit has been paid, we will pay in one lump sum the balance of the Benefit still unpaid.

Upon the making of the first advance payment of this Benefit, all supplementary insurances issued under this Policy will cease except the Extended Total And Permanent Disability Benefit if applicable.

This Policy will terminate immediately on payment of all annual advance payments.

The maximum aggregate liability under this Benefit in respect of this Policy and every other Policy that may be in force is limited to \$2,000,000/-.

- (b) Total and Permanent Disability Benefit means the Sum Assured shown in the Policy Schedule including vested bonuses less any lien or debt.
- (c) Total and Permanent Disability / Totally and Permanently Disabled means:
  - (i) The complete and continuous inability of the Insured at that time and at all times thereafter to engage in any business or occupation or perform any work of any kind for remuneration or profit; or
  - (ii) Total Physical Loss.

(d) Total Physical Loss means any one of the following:

(i) the total and irrecoverable loss of sight of both eyes;

(ii) the loss by complete severance or total and irrecoverable loss of use of both limbs at or above the wrist or ankle or;

(iii) the total and irrecoverable loss of sight of one eye and the loss by complete severance or total and irrecoverable loss of use of one limb at or above the wrist or ankle.

(e) Future premiums will not be waived nor will this Benefit be payable if the disability is a result of intentional self-inflicted bodily injury, or the total and permanent disability ceases.

### **13. ASSIGNMENTS**

We will not be bound by any assignment of this Policy unless we are notified of the assignment in writing and have endorsed the Policy document accordingly.

### **14. ARBITRATION**

Should any difference arise between the Policyholder and NTUC Income as to the Policy, the same shall be referred to arbitration in accordance with the statutory provisions for the time being in force in the Republic of Singapore and the obtaining of an award by the Policyholder shall be a condition precedent to any liability of NTUC Income under this Policy.

### **15. EXCLUSION OF THIRD PARTY RIGHTS**

A person who is not party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms.

## ENDORSEMENT E017

- (a) We will pay the Sum Assured if the Insured suffers from and is diagnosed with one of the dread diseases listed below.
- (b) The Insured must provide adequate medical evidence to our satisfaction and must be prepared to undergo a medical examination by a doctor appointed by us. Every diagnosis of any of the below dread diseases must be supported by acceptable clinical, radiological, histological and laboratory evidence and confirmed by a registered Medical Practitioner.
- (c) The Sum Assured shall not be payable if the dread disease is caused by any of the following :
  1. Self inflicted injury or illness
  2. Wilful misuse of drugs and/ or alcohol
  3. An episode of coronary artery or ischaemic heart disease that occurred before the issue of this policy
  4. Acquired Immunodeficiency Syndrome (AIDS), AIDS related complex or infection by Human Immunodeficiency Virus (HIV).
- (d) The Sum Assured shall not be payable in respect of Cancer and Heart Attack if the initial diagnosis is made within three months from the date this Policy is issued, the effective date of any inclusion/increase in benefit or the date of reinstatement/renewal of this Policy, whichever is the later.
- (e) The Sum Assured shall not be payable in respect of Coronary Artery By-pass Surgery and Angioplasty & Other Invasive Treatment for Coronary Artery if a recommendation for the same is made by consultant cardiologist within three months from the date this Policy is issued, the effective date of any inclusion/increase in benefit or date of reinstatement/renewal of this Policy, whichever is the later.
- (f) The Insured must notify us as soon as an initial diagnosis of a dread disease is made but no later than 6 months from the date when this diagnosis is made.
- (g) If the Disability Benefit is being paid under this Policy and the Insured suffers from and is diagnosed with one of the dread diseases, we will pay the balance of any unpaid annual payments in one lump sum.
- (h) This Policy shall terminate when the Sum Assured becomes payable.
- (i) The premium payable by you for this Living Policy is not guaranteed. We reserve the right to revise the premium payable by you based on our claims experience for persons covered under our Living Policy or under any other policy which covers any dread diseases. If the premium is revised, we will give you six months prior written notice before effecting any change in the premium payable by you. At the expiry of this notice period, you must pay the revised premium to continue to upkeep this Policy for the same Sum Assured, pay the same premium for a reduced Sum Assured or opt to convert this Policy to a policy ("the converted policy") of a similar term and type which we will determine.
- (j) In order to exercise this option to convert this Policy, this Policy must not have lapsed for non-payment of premium, and there must not be any breach of the Privileges and Conditions in this Policy which may render this Policy void. You must exercise this Option before the deadline given to you in our written notice. If you exercise this Option, this converted policy will not cover the Insured for any dread disease.
- (k) You cannot exercise this option if this insurance against dread diseases is taken as a supplementary contract.
- (l) This converted policy shall be deemed to have commenced on the same date as the Date of Issue of this Policy and the Term of this converted policy shall correspond with the Term of this Policy.
- (m) The maximum sum assured under the converted policy shall not exceed the sum assured under this Policy.
- (n) If you do not exercise this Option or pay the same Premium for a reduced Sum Assured by the deadline given, you are deemed to have agreed to pay the revised premium for this Policy.
- (o) It is hereby declared that the following shall be defined as dread diseases for the purpose of this Policy:

## **1 Major Cancers**

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- Tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to: Carcinoma-in-Situ of the Breasts, Cervical Dysplasia CIN-1, CIN-2 and CIN-3;
- Hyperkeratoses, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases;
- Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3; and
- All tumours in the presence of HIV infection.

## **2 Heart Attack**

Death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:

- History of typical chest pain;
- New electrocardiogram (ECG) changes proving infarction;
- Diagnostic elevation of cardiac enzyme CK-MB;
- Diagnostic elevation of Troponin (T or I);
- Left ventricular ejection fraction less than 50% measured 3 months or more after the event.

## **3 Stroke**

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by all of the following conditions:

- Evidence of permanent neurological damage confirmed by a neurologist at least 6 weeks after the event; and
- Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks;
- Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye or optic nerve; and
- Ischaemic disorders of the vestibular system.

## **4 Coronary Artery By-pass Surgery**

The actual undergoing of open-chest surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

Angioplasty and all other intra arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.

## **5 Kidney Failure**

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

## **6 Aplastic Anaemia**

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- Blood product transfusion;
- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplantation.

The diagnosis must be confirmed by a haematologist.

## **7 Blindness (Loss of Sight)**

Total and irreversible loss of sight in both eyes as a result of illness or accident. The blindness must be confirmed by an ophthalmologist.

## **8 End Stage Lung Disease**

End stage lung disease, causing chronic respiratory failure. This diagnosis must be supported by evidence of all of the following:

- FEV1 test results which are consistently less than 1 litre;
- Permanent supplementary oxygen therapy for hypoxemia;
- Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO<sub>2</sub> = 55mmHg); and
- Dyspnea at rest.

The diagnosis must be confirmed by a respiratory physician.

## **9 End Stage Liver Failure**

End stage liver failure as evidenced by all of the following:

- Permanent jaundice;
- Ascites; and
- Hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

## **10 Coma**

A coma that persists for at least 96 hours. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli for at least 96 hours;
- Life support measures are necessary to sustain life; and
- Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

Coma resulting directly from alcohol or drug abuse is excluded.

## **11 Deafness (Loss of Hearing)**

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by audiometric and sound-threshold tests provided and certified by an Ear, Nose, Throat (ENT) specialist.

Total means "the loss of at least 80 decibels in all frequencies of hearing".

## **12 Heart Valve Surgery**

The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

## **13 Loss of Speech**

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

All psychiatric related causes are excluded.

## **14 Major Burns**

Third degree (full thickness of the skin) burns covering at least 20% of the surface of the Insured's body.

## **15 Major Organ /Bone Marrow Transplantation**

The receipt of a transplant of:

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

## **16 Multiple Sclerosis**

The definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:

- Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;
- Multiple neurological deficits which occurred over a continuous period of at least 6 months; and
- Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

Other causes of neurological damage such as SLE and HIV are excluded.

## **17 Muscular Dystrophy**

A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a consultant neurologist. The condition must result in the inability of the Insured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living:

- (i) Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (ii) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (iii) Transferring - ability to move from a bed to an upright chair or wheelchair and vice versa;
- (iv) Mobility - the ability to move indoors from room to room on level surfaces;
- (v) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (vi) Feeding - the ability to feed oneself once food has been prepared and made available.

## **18 Paralysis (Loss of Use of Limbs)**

Total and irreversible loss of use of at least 2 entire limbs due to injury or disease. This condition must be confirmed by a consultant neurologist.

Self-inflicted injuries are excluded.

## **19 Parkinson's Disease**

The unequivocal diagnosis of idiopathic Parkinson's Disease by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- the disease cannot be controlled with medication;
- signs of progressive impairment; and
- inability of the Insured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living:

- (i) Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (ii) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (iii) Transferring - ability to move from a bed to an upright chair or wheelchair and vice versa;

- (iv) Mobility - the ability to move indoors from room to room on level surfaces;
- (v) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (vi) Feeding - the ability to feed oneself once food has been prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

## **20 Surgery to Aorta**

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra arterial techniques are excluded.

## **21 Alzheimer's Disease / Severe Dementia**

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Insured. This diagnosis must be supported by the clinical confirmation of an appropriate consultant and supported by our appointed doctor.

The following are excluded:

- Non-organic diseases such as neurosis and psychiatric illnesses; and
- Alcohol related brain damage.

## **22 Fulminant Hepatitis**

A submassive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- rapid decreasing of liver size;
- necrosis involving entire lobules, leaving only a collapsed reticular framework;
- rapid deterioration of liver function tests;
- deepening jaundice; and
- hepatic encephalopathy.

## **23 Motor Neurone Disease**

Motor neurone disease characterised by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. This diagnosis must be confirmed by a neurologist as progressive and resulting in permanent neurological deficit.

## **24 Primary Pulmonary Hypertension**

Primary Pulmonary Hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterisation, resulting in permanent physical impairment of at least Class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment.

The NYHA Classification of Cardiac Impairment (Source: "Current Medical Diagnosis & Treatment - 39th Edition"):

- Class I: No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.
- Class II: Slight limitation of physical activity. Ordinary physical activity results in symptoms.
- Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

## **25 Terminal Illness**

The conclusive diagnosis of an illness that is expected to result in the death of the Insured within 12 months. This diagnosis must be supported by a specialist and confirmed by our appointed doctor.

Terminal illness in the presence of HIV infection is excluded.

## **26 HIV Due to Blood Transfusion and Occupationally Acquired HIV**

- (A) Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:
- The blood transfusion was medically necessary or given as part of a medical treatment;
  - The blood transfusion was received in Singapore after the Issue Date, Date of endorsement or Date of reinstatement of this Policy, whichever is the later;
  - The source of the infection is established to be from the Institution that provided the blood transfusion and the Institution is able to trace the origin of the HIV tainted blood; and
  - The Insured does not suffer from Thalassaemia Major or Haemophilia.
- (B) Infection with the Human Immunodeficiency Virus (HIV) which resulted from an accident occurring after the Issue Date, date of endorsement or date of reinstatement of this Policy, whichever is the later whilst the Insured was carrying out the normal professional duties of his or her occupation in Singapore, provided that all of the following are proven to our satisfaction:
- Proof of the accident giving rise to the infection must be reported to us within 30 day of the accident taking place;
  - Proof that the accident involved a definite source of the HIV infected fluids;
  - Proof of sero-conversion from HIV negative to HIV positive occurring during the 180 days after the documented accident. This proof must include a negative HIV antibody test conducted within 5 days of the accident; and
  - HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded.

This benefit is only payable when the occupation of the Insured is a medical practitioner, housemen, medical student, state registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic (in Singapore).

This benefit will not apply under either section (A) or (B) where a cure has become available prior to the infection. "Cure" means any treatment that renders the HIV inactive or non-infectious.

## **27 Benign Brain Tumor**

A benign tumour in the brain where all of the following conditions are met:

- It is life threatening;
- It has caused damage to the brain;
- It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
- Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

The following are excluded:

- Cysts;
- Granulomas;
- Vascular Malformations;
- Haematomas; and
- Tumours of the pituitary gland or spinal cord.

## **28 Encephalitis**

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a consultant neurologist and the permanent neurological deficit must be documented for at least 6 weeks.

Encephalitis caused by HIV infection is excluded.

## **29 Angioplasty & Other Invasive Treatment For Coronary Artery**

The Limited Advance Payment benefit equal to 10% of the Lump Sum Advance Payment subject to a S\$25,000 maximum shall be paid if the Insured actually undergoes balloon angioplasty or similar intra arterial catheter procedure to correct a narrowing of minimum 60% stenosis, of one or more major coronary arteries as shown by angiographic evidence. The revascularisation must be considered medically necessary by a consultant cardiologist.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

This benefit shall cease upon payment of one Limited Advance Payment.

Diagnostic angiography is excluded.

## **30 Bacterial Meningitis**

Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 6 weeks. This diagnosis must be confirmed by:

- The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
- A consultant neurologist.

Bacterial Meningitis in the presence of HIV infection is excluded.