

## Tiq Maid Insurance

### Maid Insurance Plan

**WHEREAS** the Insured by a Proposal Form and Declaration(s) which shall be the basis of this Contract and is deemed to be incorporated herein applies to Etiqa Insurance Pte. Ltd. for the insurance cover hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance cover.

**NOW THIS POLICY WITNESSETH** that in respect of events occurring during the Period of Insurance and subject to the terms, limitations, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "Terms"), We will indemnify the Insured as per the Terms stated in the various sections of this Policy.

**PROVIDED ALWAYS THAT** the due observance and fulfilment of the Terms, Conditions and Provisions contained herein or endorsed hereof which are to be read as part of this policy, shall so far as the nature of them respectively will permit be deemed to be conditions precedent to any liability of Us to make any settlement under this Policy.

#### Important Notice

In accordance with the Section 23(5) of the Insurance Act 1966, we would remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

#### General Terms

1. This Policy, Schedule, Endorsement, application, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this Insurance shall be the basis and forms part of this contract.
2. We shall provide the respective Insurance in the terms set out in this Policy, provided that You pay the premium in full and We agree to accept it.
3. The conditions which appear in this Policy, Schedule and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that You shall not be able to claim under this Policy.
4. Any word denoting a singular pronoun shall also mean to include the plural.

#### Eligibility

This policy is only available to You if You:

- a) are a Singapore Resident, i.e. living in Singapore;
- b) employ a foreign domestic helper and she will be holding a valid work permit issued by Singapore's Ministry of Manpower; and
- c) have fully paid Your premium.

## Payment Before Cover Warranty

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the intermediary when one of the following acts takes place:
  - a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
  - b) A credit or debit card transaction for the premium is approved by the issuing bank;
  - c) A payment through an electronic medium including the internet is approved by the relevant party;
  - d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

## General Definitions

**Accident / Accidental** means an event of sudden, unforeseen, unexpected, violent, external and visible nature, occurring during the Period of Insurance, which shall be independent of any other causes be the sole cause of Bodily Injury or death.

**Benefit** means the respective Benefit, as stated in the Policy, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Policy in respect of each event or loss covered by this Policy.

**Bodily Injury or Injury** means injury sustained solely and directly from an Accident.

**COVID-19 Cover** means the payment of inpatient medical expenses as provided under Optional Cover - Section 4 specifically for the treatment of COVID-19 which the Insured Person is diagnosed with within 21 days upon her arrival or return to Singapore.

**Day Surgery** means surgery that is scheduled and performed and is carried out by a surgeon but not on an inpatient basis.

**Effective Date of Insurance** means the commencement date of insurance as specified in the Schedule.

**Endorsement** means written evidence of an agreed change to this Policy.

**Family Member** means your husband or wife, children, parents, brothers and sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, daughters-in-law, sons-in-law or grandchildren.

**Foreign Domestic Helper** means the Insured Person named in the policy and who You employ and holds a valid work permit issued by Singapore's Ministry of Manpower.

**Handicapped Person** means a person who has a total and/or permanent disability that restricts their ability to function physically, mentally or socially.

**Home Country** means the country which the Insured Person holds a valid citizenship.

**Hospital** means a registered institution licensed as a Hospital by the Ministry of Health, for the care and treatment of persons who are injured or ill and which:

- a) Provides organised facilities for diagnosis, treatment and major surgery;
- b) Provides 24-hour nursing services by registered or graduate nurses and under the supervision of one or more Physicians at all times; and
- c) Is not primarily a clinic, a mental Hospital, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or primarily for rehabilitation, or similar establishment.

**Hospitalisation Expenses** means:

- a) Cost of treatment as an Inpatient or for Day Surgery in a Singapore Government or Restructured Hospital in Singapore (if certified as essential by a Singapore registered Medical Practitioner) which shall include charges for accommodation, x-ray, massage, normal food, medical attendants' fees, radiological treatment, drugs, medicines and any other costs of examination treatment, or special services certified as essential by a Singapore registered Medical Practitioner.
- b) Cost of expenses include Pre-Hospitalisation or Pre-Day Surgery charges incurred in Singapore for diagnostic procedures and laboratory examinations, which are recommended in writing by a Singapore registered Medical Practitioner and consultation (including medication) with a Singapore registered Specialist, if recommended in writing by a Singapore registered Medical Practitioner within ninety (90) days prior to an Inpatient treatment or Day Surgery in Singapore.
- c) Cost of follow-up treatment by a Singapore registered Medical Practitioner after Inpatient treatment or Day Surgery as an outpatient after the last discharge from a Singapore Government or Restructured Hospital is covered up to ninety (90) days from date of discharge.

**Infectious Disease** means the definitive diagnosis of any infectious diseases including Covid-19 by a qualified/registered Medical Practitioner during the Period of Insurance and is supported by acceptable clinical, radiological, histological and laboratory evidence.

For the avoidance of doubt, Covid-19 is defined as an infectious disease named by the World Health Organisation as "COVID-19" and caused by the severe acute respiratory syndrome SARS- COV-2.

**Insured** means the employer who contracted the insurance with Us.

**Insured Person** means the Foreign Domestic Helper as specified in the Schedule.

**Loss** means total, permanent and irrecoverable loss of use which could be caused by physical severance, as certified by Our Medical Practitioner.

**Loss of Hearing or Speech** means total and irrecoverable loss of speech and hearing which is beyond remedy by surgical or other treatment.

**Loss of Sight** means physical loss of an eye or permanent and total loss of sight, which shall be considered as having occurred:

- a) In both eyes if so certified by a registered fully qualified ophthalmic specialist; or
- b) In one eye if the degree of sight remaining after correction is 1/60 or less on the Snellen Scale (that is seeing at one (1) foot what a person should see at sixty (60) feet).

However, We reserve the right to seek a second opinion from a qualified Medical Practitioner.

**Loss of Hand** means:

- a) Amputation of an entire hand or all four fingers from where the fingers join the palm of the hand; or
- b) Total and permanent loss of use of an entire hand or all four fingers.

**Loss of Limb** means loss or physical separation of a hand at or above the wrist or a foot at or above the ankle and shall include total and irrecoverable Loss of use of hand, arm or leg.

**Medical Expenses** means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all Hospital, nursing home and land ambulance charges incurred within twelve (12) months from the date of the Accident as a direct result of Bodily Injury sustained from the Accident.

**Medical Practitioner** means a registered and legally qualified physician, doctor or surgeon by a medical degree in western medicine and authorised by the medical licensing authority of that country to provide medical or surgical services within the scope of their license and training. This cannot be You, Your or Insured Person's family member or travelling companion, partner, business partner, employer, employee or agent.

**Overseas** means beyond the territorial limits of Singapore.

**Period of Insurance** means the period specified in the Schedule and during which the Insured Person is in the immediate employment of the Insured and holds a valid work permit in respect of such employment that has not been cancelled or expired or is within seven days after the cancellation or expiration of her work permit whilst holding a valid Special Pass, whether temporarily or otherwise but excluding any period when the Insured Person returns to her Home Country. Where the Insured Person returns to the Home Country:

- a) Cover ceases from the time she leaves Singapore
- b) Cover resumes upon her return to Singapore or upon the renewal of her work permit whichever is the later.

**Permanent Disablement** means disablement (other than that specified above) which entirely prevents the Insured Person from attending to any occupation or profession and having lasted a continuous period of at least 104 weeks and beyond any reasonable hope of improvement.

**Pre-existing Illness** means disabilities or conditions that You have reasonable knowledge of. You may be considered to have reasonable knowledge of a pre-existing condition if:

- a) The Insured Person had received or is receiving treatment; or
- b) Medical advice, diagnosis, care or treatment has been recommended; or
- c) Clear and distinct symptoms are or were evident; or
- d) Its existence would have been apparent to a reasonable person in the circumstances.

**Physical Abuse** means an intentional act that will cause harm to a person's body. This includes but is not limited to, hitting, pushing, pulling, pinching, twisting, bending or manipulating any part of a person's body in a manner that causes discomfort, pain, and/or injury.

**Repatriation Expenses** means the cost of:

- a) Conveyance of the Insured Person to her Home Country as a result of being certified by a registered Medical Practitioner to be medically unfit to perform her duties as a domestic helper following Bodily Injury or Sickness or suicide which results in death or total Permanent Disablement; or
- b) Burial or cremation of the Insured Person and/or conveyance of body or ashes to her Home Country.

**Schedule** means the information page that contains the details of the Insured, Insured Person, Benefit, Premium and Period of Insurance attached to this Policy.

**Sickness** means any sudden and unexpected pathological deviation from the normal healthy state, marked by interruption, cessation or disorder of body functions, systems or organs as confirmed by a Physician.

**Surgical Expenses** means Cost of surgery including Day Surgery and accompanying treatment in a Singapore Government or Restructured hospital in Singapore (if certified as essential by a Singapore registered Medical Practitioner) which shall include charges for accommodation, x-ray, massage, normal food, medical attendants' fees, surgeon's fees, anesthetist's fees, theatre and pathology fees, drugs, medicines and any other cost of examination or treatment or special service certified as essential by a Singapore registered Medical Practitioner.

**Valuables** means jewelry, watches, curios, works of art, furs, antiques, stamps or coins collections and other collectible items, manuscripts, medals, items of gold, silver or other precious stones, platinum, paintings, fine glassware and crystal, tapestries, antiques and other collectible property that are kept in Your home.

**Us / We / Our** refers to Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K).

**You / Your / Insured** refers to the policyholder named in the Policy.

Table of Benefits				
Section	Benefits	Sum Insured (S\$)		
		Plan A	Plan B	Plan C
1	Letter of Guarantee to the Ministry of Manpower Singapore	S\$5,000	S\$5,000	S\$5,000
2	<b>Personal Accident:</b>			
	a) Accidental Death	S\$60,000	S\$65,000	S\$70,000
	b) Permanent Disablement			
c) Medical Expenses due to accidental Injury	S\$1,000	S\$2,000	S\$3,000	
3	Repatriation Expenses	S\$10,000	S\$10,000	S\$10,000
4	Hospitalisation & Surgical Expenses (annual limit for in-patient expenses including Day Surgery) Co-insurance of 25% for the amount above the first S\$15,000 applies	S\$60,000 Per Year	S\$60,000 Per Year	S\$60,000 Per Year
5	Wages & Levy Reimbursement (max. 30 days of Hospitalisation)	Up to S\$30 Per Day	Up to S\$30 Per Day	Up to S\$30 Per Day
6	Recuperation Benefit (max. 30 days of Hospitalisation)	Up to S\$10 Per Day	Up to S\$15 Per Day	Up to S\$20 Per Day
7	Alternative Maid Services (max. 30 days of Hospitalisation)	Up to S\$10 Per Day	Up to S\$15 Per Day	Up to S\$20 Per Day
8	Termination / Re-Hiring Expenses	S\$250	S\$300	S\$350
9	Maid's Liability	S\$5,000	S\$7,500	S\$10,000
10	Special Grant	S\$5,00	S\$1,000	S\$2,000
11	Physical Abuse by Maid	Up to S\$5,000	Up to S\$5,000	Up to S\$5,000

**Optional Cover (Applicable only when taken up and shown in the Schedule)**

Section	Benefits	Sum Insured (S\$)	
		26 Months	14 Months
12	<b>Reimbursement of Indemnity Paid to Insurer (Security Bond Protector)</b>	S\$5,000 (excess of S\$250)	S\$5,000 (excess of S\$250)
13	<b>Additional Hospitalisation &amp; Surgical Expenses</b> Co-insurance of 25% for the amount above the first S\$15,000 applies	S\$5,000 / S\$10,000 / S\$15,000 / S\$20,000 / S\$25,000	
14	<b>Critical Illness</b>	S\$5,000 / S\$10,000 / S\$20,000	
15	<b>Home Cover (valuables are capped at 10% of Sum Insured)</b>	Up to S\$5,000 / S\$10,000 / S\$20,000	
16	<b>Additional Maid's Liability</b>	S\$25,000 / S\$50,000 / S\$75,000	
17	<b>Waiver of co-insurance under Section 4 and 13</b>	Co-insurance of 25% for the amount above the first S\$15,000 will be waived under Section 4 and 13.	

**The Benefits**

**Section 1 – Letter of Guarantee to the Ministry of Manpower Singapore**

We will provide a Letter of Guarantee to the Ministry of Manpower of Singapore in lieu of the cash deposit required under Section 12 of Employment of Foreign Manpower (Work Passes) Regulations or Section 21 of Immigration Regulations.

General Exceptions and General Conditions under this Policy shall not apply to this Section.

**Section 2 – Personal Accident**

Subject to the Terms of this Section, We will pay to the Insured Person or her legal representatives compensation as set out in the Scale of Benefits related to Personal Accident should the Insured Person sustain Bodily Injury caused by sudden, unforeseen, unexpected, violent, accidental, external and visible means and within twelve (12) months from the date of Accident.

**Provisions to Section 2**

1. The aggregate of all compensation payable for Accidental Death or Permanent Disablement in respect of any one Accident shall not exceed the Sum Insured specified in the Schedule.
2. The total sum payable for Permanent Disablement in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof.
3. The payment of either Death Benefit or the maximum of Permanent Disablement Benefit, shall take effect from the date of the Accident, discharging Us from any further claim under this Section.
4. This Section is not assignable and payment of any Benefit under this Section shall only be made to the Insured Person or her personal representatives in respect of Death and Permanent Disablement Benefit. Its receipt shall be deemed as valid and full discharge to Us.
5. Where the injury is not specified above, the compensation shall be assessed in proportion to the Scale of Benefits disregarding the profession or occupation of the Insured Person.

## EXCEPTIONS TO SECTION 2

We shall not pay for any Benefit under this Policy caused by or contributed to by or related to any of the following:

1. When the Insured Person travels outside Singapore unless such overseas travel is required and the Insured Person is travelling together with the Insured.
2. When the Insured Person is on home leave or returns to their Home Country and is not accompanied by the Insured.
3. Any pre-existing medical condition suffered by the Insured Person.
4. Any suicide, attempted suicide or any self-inflicted injury by the Insured Person, or any attempt by the Insured Person to cause self-inflicted injury.

## Benefits

Benefit (a) - Accidental Death

Benefit (b) - Permanent Disablement

Benefit (c) - Medical Expenses necessarily incurred in the treatment of the Insured Person as a result of Accidental Bodily Injury

### Scale of Benefits related to Personal Accident

No	Description of Disablement / Expenses	Percentage of Compensation on Sum Insured
<b>A</b>	<b>Accidental Death</b>	100%
<b>B</b>	<b>Permanent Disablement resulting from:</b>	
	<b>Loss of two limbs</b>	100%
	<b>Loss of both hands or of all fingers and both thumbs</b>	100%
	<b>Total Loss of sight of one eye or both eyes</b>	100%
	<b>Total paralysis</b>	100%
	<b>Injuries resulting in being permanently bedridden</b>	100%
	<b>Any other injury causing permanent total disablement</b>	100%
	<b>Loss of one arm between or at shoulder to wrist</b>	100%
	<b>Loss of one leg between or at hip to ankle</b>	100%
	<b>Loss of sight of eye except perception of light</b>	50%
	<b>Loss of lens of eye</b>	50%
	<b>Loss of four fingers and thumb of one hand</b>	50%
	<b>Loss of four fingers</b>	40%
	<b>Loss of thumb</b>	
	both phalanges	25 %
	one phalanx	10%
	<b>Loss of index finger</b>	
	three phalanges	10%
	two phalanges	5%
	<b>Loss of middle finger</b>	
	three phalanges	10%
	two phalanges	7%
	one phalanx	3%
	<b>Loss of ring finger</b>	
	three phalanges	10%
	two phalanges	7%
	one phalanx	3%
	<b>Loss of little finger</b>	
	three phalanges	10%
	two phalanges	7%
	one phalanx	3%
	<b>Loss of metacarpals</b>	
	first or second (additional)	3%
	third, fourth or fifth (additional)	2%

	<b>Loss of toes</b>	All	15%
		Great, both phalanges	5%
		Great, one phalanx	2%
		Other than great, if more than one toe lost, each	1%
	<b>Loss of hearing</b>	Both ears	75%
One ear		20%	
	<b>Loss of speech</b>		50%
<b>C</b>	<b>Medical Expense</b>	Up to the limit stated in the Schedule for any one accident	

### Section 3 – Repatriation Expenses

We will reimburse the Insured for the actual Repatriation Expenses incurred up to the limit stated in the Schedule in respect of:

1. Conveyance of the Insured Person to her Home Country as a result of being certified by a Medical Practitioner to be medically unfit to perform her duties as a Foreign Domestic Helper following Bodily Injuries or Sickness or suicide which result in death or total Permanent Disablement.
2. Burial or cremation of the Insured Person and/or conveyance of body or ashes to her Home Country.

It is a condition precedent to our liability to reimburse the repatriation expenses that a detailed account be submitted to and approved by Us.

#### EXCEPTIONS TO SECTION 3

1. No payment shall be made under this Section if the death or Permanent Disablement of the Insured Person is caused directly or indirectly by the Insured and/or the Insured's family members residing with the Insured.
2. We shall not be liable for more than one payment up to an amount as specified in the Schedule during the Period of Insurance.
3. We will not pay for any sum in excess of Singapore Dollar Three Thousand Only (S\$3,000.00) in respect of suicide of Insured Person which results in death or total Permanent Disablement.

### Section 4 – Hospitalisation & Surgical Expenses

We will reimburse the Insured for Hospitalisation and Surgical Expenses (including Day Surgery) necessarily incurred in Singapore as a result of an Accident, Sickness or disease sustained by the Insured Person commencing or occurring during the Period of Insurance. Under this Section, the Insured will have to co-pay 25% for claim amounts above the first S\$15,000. This co-payment will be waived if the waiver of co-insurance cover is purchased.

Provided always that:

1. The aggregate total sum payable hereunder in respect of the Insured Person for the Period of Insurance shall not exceed the limit stated in the Schedule.
2. The expenses are incurred in a Singapore Government or Restructured Hospital in respect of treatment or service undertaken at standard Class 'C' rate or 'B2' in the event of non-availability of Class 'C' wards. Subject to a maximum of 45 days per disability.

This benefit is extended to expenses incurred Overseas only if the Insured Person is travelling along with You or Your Family. In case the Insured Person is admitted to an Overseas hospital, the maximum reimbursement will be as per prevailing Class 'C' rate or 'B2' in the event of non-availability of Class 'C' wards, up to the limit of benefit as stated in the Schedule.



## **COVID-19 Insurance**

This Section is extended to cover the Insured Person if she is diagnosed with COVID-19, We will only pay the hospital and surgical expenses incurred for her COVID-19 treatment, up to the limit shown in the schedule under this Section. The Insured Person must stay in a restructured hospital or community care facilities as directed by Singapore's Ministry of Health. Any treatment in a private hospital, medical centre or clinic is not covered.

## **Infectious Disease Cover**

This Section is extended to cover the Insured Person for any medically necessary Hospitalisation & Surgical Expenses for Infectious Disease up to the total sum insured limit stated in the Schedule under this Section.

## **EXCEPTIONS TO SECTION 4**

This section shall not apply to:

1. Any expense in respect of neurasthenia or mental disease of any kind, congenital defects or diseases, venereal diseases or any Accident or disease in anyway attributed to chronic alcoholism.
2. Any expense in respect of treatment in mental Hospitals or homes or infant welfare centres.
3. Any expense in respect of any Hospital confinement, surgical operation, treatment or service which have not been previously recommended by a Singapore Medical Practitioner.
4. Any expense in respect of treatment undertaken as a preventive measure including but not restricted to vaccination, inoculations, contraception and other prophylactic treatment.
5. Any expense in respect of normal dental inspection and/or treatment or in obtaining dentures or eye glasses or the like or hearing aids unless otherwise resulting from an Accident.
6. Cosmetic or plastic surgery other than therapeutic surgery considered as essential by a Singapore registered Medical Practitioner to remedy a malfunction.
7. Any mandatory COVID-19 swab tests that the Insured Person is required to take for entry into or exit from Singapore, including pre-departure and post-arrival tests.

## **Section 5 – Wages & Levy Reimbursement**

Subject to the Terms of this section, We will, reimburse You the wages of Your domestic helper (including government levy on foreign domestic workers) up to the limit stated in the Schedule, in the event the Insured suffers the loss of service of the Insured Person caused by her hospitalisation due to Sickness or Accident, the expenses of which are insured and payable under Section 2 or 4 of this Policy.

Provided always that We shall not be liable for any payment beyond sixty (60) days in total during the policy period of the Insured Person's hospitalisation.

## **Section 6 – Recuperation Benefit**

Under this section, We will, subject to the Terms of this Section, pay to the Insured a daily recuperation expense amount as stated in the Schedule during the Insured Person's stay in a Hospital. Provided always that We shall not be liable for any payment beyond thirty (30) days of the Insured Person's hospitalisation.

## **Section 7 – Alternative Maid Services**

In the event that the Insured Person is hospitalised due to injury or Sickness, we will pay the Insured a daily Benefit during the hospitalisation period of up to thirty (30) days as stipulated in the Schedule. This Benefit shall be payable only if there is a valid claim under Section 4: Hospitalisation & Surgical Expenses for the same period.

## **Section 8 – Termination / Re-Hiring Expenses**

We shall reimburse the Insured the agency fees necessarily incurred in hiring a replacement foreign domestic helper up to the limit as shown on the Schedule as a result of termination of the Insured Person's services following death or permanent disablement of the Insured Person caused by an Accident. This is subject to a proper certification by a Singapore Government registered physician or surgeon and provided that prior agreement is obtained from Us for all such expenses and that the replacement helper be employed within thirty (30) days of the death or repatriation of the Insured Person.

## **Section 9 – Maid's Liability**

We will, subject to the Limit specified on the Schedule, in respect of any one claim or series of claims arising out of one event, and in aggregate, indemnify the Insured against all sums for which the Insured may be legally liable in respect of:

1. Accidental Bodily Injury (whether fatal or not) to any person; and/or
2. Accidental damage to any property

as a result of an Accident caused by the negligence of the Insured Person while in the course of and arising out of her employment with the Insured, within the Republic of Singapore during the Period of Insurance.

### **EXCEPTIONS TO SECTION 9**

We shall not be liable in respect of:

1. Liability assumed by the Insured by agreement which would not have arisen in the absence of such agreement.
2. Liability in respect of Bodily Injury to any person who is a member of the Insured's family or household.
3. Liability in respect of loss of or damage to property:
  - a) Belonging to the Insured, members of the family or Insured Person;
  - b) In the charge or under the control of the Insured, members of the family or Insured Person; and/or
  - c) Being part of any property on which the Insured, members of the family or Insured Person is or has been working on if that loss or damage results directly from such work
4. Liability in respect of breach of professional duty or service whether of omission or commission other than the duty of a foreign domestic helper
5. Liability directly or indirectly occasioned by or through or in consequence of earthquake, flood, typhoon, hurricane volcanic eruption or other convulsion of nature.

## **Section 10 – Special Grant**

We shall pay the Insured the sum as specified in the Schedule following the unfortunate demise of the Insured Person by any cause during the Period of Insurance.

## **Section 11 – Physical Abuse by Maid**

If the Insured Person physically abuses the Insured's child (up to the age of 12), an elderly (above the age of 65) or handicapped person in the Insured's family, We will pay You for any necessary medical expenses that You incur up to the limit of benefit stated in the Schedule. We will also pay for any expenses under Section 8 up to the limit of benefit stated in the Schedule.

In order to be eligible for any claim under this section, You will have to follow these steps:

1. Register a complaint against the Insured Person with the Ministry of Manpower (Singapore) and the Police; and
2. Terminate the employment contract with the Insured Person.

## OPTIONAL COVER (Applicable only when taken up and shown in Schedule)

This section is applicable to the Policy only where so indicated in the Schedule to this Policy. All applicable Clauses and Endorsements are to be read subject to and in conjunction with the Terms of this Policy.

### Section 12 – Reimbursement of Indemnity Paid to Insurer (Security Bond Protector)

This Section will reimburse the Insured subject to the terms conditions and exceptions of the Policy if during the Period of Insurance the Insured's Letter of Guarantee, which has been effected in lieu of the security deposit required by Ministry of Manpower, is forfeited due to any breach by the Insured Person (named in the Schedule) of the conditions of the Security Bond imposed under Section 12 of Employment of Foreign Manpower (Work Passes) Regulations or Section 21 of Immigration Regulations, including her unexplained disappearance.

#### EXCEPTIONS TO SECTION 12

We will not pay for:

1. Any loss or payment which the Insured is aware of prior to effecting cover
2. Any sum exceeding Singapore Dollar Five Thousand Only (S\$5,000)
3. The amount stated as Excess in the Policy
4. Any breach by the Insured of the conditions of the Security Deposit imposed by the Controller of Immigration under Chapter 133 of the Immigration Act, Immigration Regulations Security Bond (Regulation 21) other than those specifically covered in Section 12 - Items (1), (2) and (3)
5. Any loss, claim or payment incurred by the Insured within the first thirty (30) days from the Effective Date of Insurance of the Insured/Insured Person declared herein if such cover is effected at a later date from the basic insurance coverage. This exception shall not be applicable if the Effective Date of Insurance is the same as the signature date in the Letter of Guarantee submitted to the Controller of Immigration insured under Section 1, above
6. Any loss, claim or payment incurred by the Insured after seven (7) days of the cancellation of the Work Permit by the Insured
7. Any loss, claim or payment arising out of any circumstance caused directly or indirectly by the Insured and/or the Insured's family members/ tenants residing with the Insured.

### Section 13 – Additional Hospitalisation & Surgical Expenses

We will pay You the additional medically necessary Hospitalisation & Surgical Expenses up to the limit of benefit stated in the Schedule. We will pay for this benefit provided that Your claim is payable in relation to the benefit under Section 4: Hospitalisation and Surgical Expenses.

Under this Section, the Insured will have to co-pay 25% for claim amounts above the first S\$15,000. This co-payment will be waived if the waiver of co-insurance cover is purchased.

## Section 14 – Critical Illness

This policy will pay the lump sum benefit up to the limit of benefit stated in the Schedule when the Insured Person is diagnosed as suffering from any one of the 20 covered Critical Illnesses listed below. With effect from 1 August 2014, the Insurance Industry has adopted common definitions for all critical illnesses. This means that each illness covered will be defined the same way by all insurance companies.

The following Critical Illnesses are covered under this section up to the limit of benefit stated in the Schedule:

### 1. Major Cancers

A malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue.

The term malignant tumour includes leukaemia, lymphoma and sarcoma.

For the above definition, the following are excluded:

- a) All tumours which are histologically classified as any of the following:
  - Pre-malignant;
  - Non-invasive;
  - Carcinoma-in-situ;
  - Having borderline malignancy;
  - Having any degree of malignant potential;
  - Having suspicious malignancy;
  - Neoplasm of uncertain or unknown behaviour; or
  - Cervical Dysplasia CIN-1, CIN-2 and CIN-3;
- b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- c) Malignant melanoma that has not caused invasion beyond the epidermis;
- d) All Prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or Prostate cancers of another equivalent or lesser classification;
- e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f) All tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification) or below;
- g) All Gastro-Intestinal Stromal tumours histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- h) Chronic Lymphocytic Leukaemia less than RAI Stage 3; and
- i) All tumours in the presence of HIV infection.

### 2. Heart Attack of Specified Severity

Death of heart muscle due to obstruction of blood flow, that is evident by at least three of the following criteria proving the occurrence of a new heart attack:

- a) History of typical chest pain;
- b) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block;
- c) Elevation of the cardiac biomarkers, inclusive of CKMB above the generally accepted normal laboratory levels or Cardiac Troponin T or I at 0.5ng/ml and above;
- d) Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality. The imaging must be done by Cardiologist specified by Us.

For the above definition, the following are excluded:

- a) Angina;
- b) Heart attack of indeterminate age; and
- c) A rise in cardiac biomarkers or Troponin T or I following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Explanatory note: 0.5ng/ml = 0.5ug/L = 500pg/ml

### 3. Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, intracerebral embolism and cerebral thrombosis resulting in permanent neurological deficit with persisting clinical symptoms. This diagnosis must be supported by all of the following conditions:

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

The following are excluded:

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

Permanent means expected to last throughout the lifetime of the Life Assured.

Permanent neurological deficit with persisting clinical symptoms means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Life Assured. Symptoms that are covered include numbness, paralysis, localized weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

### 4. Coronary Artery By-pass Surgery

The actual undergoing of open-chest surgery or Minimally Invasive Direct Coronary Artery Bypass 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. Coma

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

- a) No response to external stimuli for at least 96 hours;
- b) Life support measures are necessary to sustain life; and
- c) 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.

## 6. Deafness (Loss of Hearing)

Total and irreversible loss of hearing in both ears as a result of Sickness 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”.

## 7. 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.

## 8. Multiple Sclerosis

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

- a) Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;
- b) Multiple neurological deficits which occurred over a continuous period of at least 6 months; and
- c) 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.

## 9. 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 Life Assured 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:

- a) 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;
- b) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c) Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d) Mobility - the ability to move indoors from room to room on level surfaces;
- e) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- f) Feeding - the ability to feed oneself once food has been prepared and made available.

For the purpose of this definition, “aided” shall mean with the aid of special equipment, device and/or apparatus and not pertaining to human aid.

## 10. Paralysis (Loss of Use of Limbs)

Total and irreversible loss of use of at least 2 entire limbs due to injury or disease persisting for a period of at least 6 weeks and with no foreseeable possibility of recovery. This condition must be confirmed by a consultant neurologist.

Self-inflicted injuries are excluded.

## 11. 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:

- a) Rapid decreasing of liver size as confirmed by abdominal ultrasound;
- b) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
- c) Rapid deterioration of liver function tests;
- d) Deepening jaundice; and
- e) Hepatic encephalopathy.

## 12. 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.

## 13. Benign Brain Tumour

Benign brain tumour means a non-malignant tumour located in the cranial vault and limited to the brain, meninges or cranial nerves where all of the following conditions are met:

- a) It is life threatening;
- b) It has caused damage to the brain;
- c) It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
- d) 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.

## 14. Viral 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.

## 15. Poliomyelitis

The occurrence of Poliomyelitis where the following conditions are met:

- a) Poliovirus is identified as the cause,
- b) Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.

## 16. 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:

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

Bacterial Meningitis in the presence of HIV infection is excluded.

## 17. Angioplasty & other Invasive Treatment for Coronary Artery

The actual undergoing of 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.

Payment under this condition is limited to 10% of the Sum Assured under this policy subject to a S\$25,000 maximum sum payable. This benefit is payable once only and shall be deducted from the amount of this Contract, thereby reducing the amount of the Sum Assured which may be payable herein.

Diagnostic angiography is excluded.

## 18. Progressive Scleroderma

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following are excluded:

- a) Localised scleroderma (linear scleroderma or morphea);
- b) Eosinophilic fasciitis; and
- c) CREST syndrome.

## 19. Systemic Lupus Erythematosus with Lupus Nephritis

A multi-system, multifactorial, autoimmune disorder characterised by the development of auto-antibodies directed against various self-antigens. In respect of this contract, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a certified doctor specialising in Rheumatology and Immunology.

The WHO Classification of Lupus Nephritis:

Class I	Minimal Change Lupus Glomerulonephritis
Class II	Messangial Lupus Glomerulonephritis
Class III	Focal Segmental Proliferative Lupus Glomerulonephritis
Class IV	Diffuse Proliferative Lupus Glomerulonephritis
Class V	Membranous Lupus Glomerulonephritis

### 1. Loss of Independent Existence

A condition as a result of a disease, Sickness or injury whereby the Life Assured is unable to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living", for a continuous period of 6 months.

Activities of Daily Living:

- a) 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;
- b) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;



- c) Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d) Mobility - the ability to move indoors from room to room on level surfaces;
- e) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- f) Feeding - the ability to feed oneself once food has been prepared and made available.

This condition must be confirmed by Our approved doctor.

Non-organic diseases such as neurosis and psychiatric illnesses are excluded.

For the purpose of this definition, “aided” shall mean with the aid of special equipment, device and/or apparatus and not pertaining to human aid.

## **Section 15 – Home Cover**

You can claim under this benefit if there is a loss or damage to Your Home Contents within Your home as a result of a fire, burglary, or if it is due solely and directly to the act of theft by the Insured Person.

We will pay You only up to the limit of benefit stated in the Schedule for lost or damaged valuables, taking into consideration wear, tear and depreciation.

We reserve the right to decide whether to replace, repair or pay a cash equivalent for Your lost or damaged items. If We assess an item as being beyond economical repair, it will be treated as lost for the purposes of this benefit. We will not pay more than the original purchase price of any lost or damaged item. We will cover the loss of cash up to the limit of benefit as stated in the Schedule.

For an act of theft by the Insured Person, You will need to do the following before You can be eligible to claim:

1. Register a complaint against the Insured Person with the Ministry of Manpower (Singapore) and the Police; and
2. Terminate the employment contract with the Insured Person.

For the purpose of this section, “Home Contents” means any moveable household item belonging to You or any member of Your Household except for the following:

- a) property more specifically insured under another policy;
- b) motor vehicles and accessories, pedal cycles and watercraft;
- c) money, deeds, bonds, bills of exchange, promissory notes, cheques, traveller’s cheques, securities for money, stamps, certificates or documents of any kind, manuscripts, medals, contact lenses, hearing aids and livestock unless specially mentioned herein;
- d) any part of the structure or ceilings of the building(s), wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers;
- e) any property the value of which is included in the Total Sum Insured on Renovation, fixtures and fittings or Building(s);

## **EXCEPTIONS TO SECTION 15**

We will not pay:

1. if You or Your Family did not take all reasonable precautions to safeguard Your household contents;
2. for any unexplained and mysterious loss or damage;
3. for loss or damage of business goods or equipment of any kind, motor vehicles and any accessories, and information stored on electronic storage devices; and/or
4. for claims arising from normal wear and tear, or gradual deterioration and damage suffered in any cleaning or repair process.

## Section 16 – Additional Maid’s Liability

We will pay You the additional up to the limit of benefit stated in the Schedule. We will pay for this benefit provided that Your claim is payable in relation to the Maid’s Liability benefit under Section 9.

In the event of any claim under this Policy, the Insured shall prove that the accident, loss, damage, or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim.

## Section 17 – Waiver of Co-insurance under Section 4

We will waive the co-insurance of 25% for the claims amount above the first S\$15,000 under Section 4 and 13 if You have purchased this optional benefit. We will provide for this benefit provided that Your claim is payable in relation to the benefit under Section 4: Hospitalisation and Surgical Expenses.

## General Exceptions (Applicable to All Sections Except Sections 1 & 12)

We will not pay for:

1. Any actions brought in the courts of Law of any territory outside Singapore
2. Ambulance fees
3. Cosmetic surgery
4. Dental work (except due to accidental injuries)
5. Vaccination
6. Infertility, sub-fertility, assisted conception or any contraceptive operation, including their related complications
7. Sex change operations, including their related complications
8. Expenses incurred after the 7th calendar day from being certified to be medically fit for discharge from inpatient treatment and assessed to have a feasible discharge option by a Medical Practitioner
9. Optional items which are outside the scope of treatment
10. Health screening examinations for the purpose of diagnosis and any treatment of a preventive nature
11. Treatment of conditions or injuries arising from any malicious / willful / illegal acts by employer or employer’s family members
12. Treatment for conditions or injuries arising from any criminal acts committed by worker
13. Maternity charges (including Caesarean operations or abortions, and their related complications)
14. Treatment for conditions or injuries arising from voluntary participation in hazardous sports
15. Treatment of conditions or injuries arising directly or indirectly from nuclear fallout, war and related risk
16. Repeat occurrence of:
  - a. Treatment of conditions or injuries arising from drug addiction (except that of illicit drugs) or alcoholism
  - b. Treatment of conditions or injuries arising from participation in civil commotion, riot, or strike
  - c. Treatment of mental conditions and conditions or injuries arising from self-inflicted injuries and attempted suicide
  - d. Treatment of venereal diseases and/or sexually transmitted diseases
17. Treatment of conditions deemed as Pre-existing Illnesses within the first 12 months of employment under the same employer

18. Overseas medical treatment
19. Private nursing charges
20. Purchase of medical equipment
21. Medical repatriation
22. Outpatient rehabilitation such as physiotherapy, occupational therapy and speech therapy, unless recommended by a medical practitioner during hospitalisation period
23. Traditional Chinese medicine or any forms of alternative treatment
24. Treatment which has received reimbursement from Work Injury Compensation Insurance (WICI) and other forms of insurance coverage

In any claim and in any action suit or other proceedings where any exception stated in this Policy were to apply, the burden of proving that such loss shall be upon the Insured.

### General Conditions (Applicable to All Sections)

#### 1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

#### 2. Observance

Our liability shall be conditional on the observance by the Insured of the Terms of each Section of this Policy.

#### 3. Alteration

We reserve the right to amend the terms and provisions of this Policy by giving thirty (30) day prior notice in writing by ordinary post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed thereon.

#### 4. Reasonable Precaution

The Insured and the Insured Person shall take all reasonable precautions to safeguard the Insured Person against Accidents and disease.

#### 5. Cancellation

- a) We may at any time cancel this Policy by giving seven (7) days' notice in writing to the Insured at his last known address.
- b) In the event of termination of the employment contract in Singapore, cover ceases automatically. The Letter of Discharge from the Immigration Department shall be deemed to cancel the Policy from the date of the Letter of Discharge.
- c) A short period refund for the unexpired Period of Insurance, subject to the Refund Scale indicated below will be payable for Policy Cancellation. No Refund shall be given where a claim has been lodged under the policy.

Number of Days in Force Prior to Cancellation	Amount of Refund Entitled
Cancellation within 60 days from Inception Date	80% of Policy Premium
Cancellation within 61 to 90 days	60% of Policy Premium
Cancellation within 91 to 180 days	30% of Policy Premium
Cancellation after 180 days	No Refund

## 6. Other Insurances (Not applicable to Benefit Section 2 (a) & (b))

No person shall be covered under more than one such identical personal accident Policy issued by Us. In the event You are covered under more than one such Policy, We shall consider You to be Insured under the Policy which was issued first (where the benefits provided under each such Policy are identical) or which provides the greatest amount of Benefit and We shall refund any duplicated premium payment which may have been made by You or on Your behalf.

## 7. Subrogation

If We shall become liable for any payment under this Insurance, We shall be subrogated to the extent of such payment to all Your rights and remedies against any party and shall be entitled at Our own expense to sue in Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively to bring suit in Your name.

## 8. Claims Procedure

- a) All claims and relevant supporting documents must be notified to Us as soon as possible but not later than thirty (30) days after any event which may entitle You to claim under this Policy.
- b) Any documents or evidence required by Us to verify the claim shall be provided by You at Your own expense.
- c) Any medical examination required by Us to verify the claim shall be at Our expense.

## 9. Incomplete Claims

Claims are not deemed complete and eligible benefits are not payable unless all bills for such claims have been submitted and agreed by Us. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at Our sole discretion.

## 10. Misrepresentation / Fraud

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases, this Insurance shall be void.

## 11. Notice of Trust or Assignment

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this Policy.

## 12. Discharge

The receipt of the Insured or the Insured Person or of their legal personal representatives as the case may be shall in all cases be an effectual discharge to Us.

## 13. Governing Law

This Policy will be governed by and interpreted in accordance with Singapore law.

## 14. Sanction Limitation and Exclusion

We will not provide cover and We shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under any applicable sanctions law or regulations.

## 15. No Cover

Notwithstanding anything to the contrary, this policy shall not cover or provide for the payment of claims or Benefits to specific persons or entities where the application of or compliance with certain laws and regulations including but not limited to trade sanctions, anti-terrorism or anti-money laundering (as may be applicable to Us, Our parent companies and/or Our ultimate controlling entities, Our reinsurers, their parent company and/or ultimate controlling entity) prohibit performance under the policy based on:

- the identity, domicile, residence, place of incorporation, establishment (whether incorporated or unincorporated),
- or citizenship, of You, or claimant or the parent company and ultimate controlling entity of You, or claimant; or
- the country where the claim arises.

Should any person or entity be found to have been erroneously enrolled under this policy, insurance coverage for such person or entity shall cease with immediate effect and any unearned Premiums paid in respect of such person or entity shall, subject to compliance with laws and regulations, be refunded without interest to You.

Should any claim for payment of any nature be found to have been made under this policy by a person or entity excluded by this provision, no such payment will be made.

## Special Conditions / Exclusions

### Counter Indemnity

It is hereby declared and agreed that the following Counter Indemnity shall form part of the policy:

In consideration of Us having agreed at the request of the Insured to provide:

- a) A Letter of Guarantee issued under Section 1 for the sum of Singapore Dollar Five Thousand Only (S\$5,000) in favour of the Ministry of Manpower as security for the due and satisfactory observance and performance of all conditions under the Guarantee and/or in connection with the employment of the Insured Person for the Period of Insurance stated in the Policy, the Insured agrees:

1. To indemnify Us on demand in full against all claim payments, demands, actions, suits, proceedings, losses, liabilities, costs, interests and expenses whatsoever which may be taken or made against Us or incurred or become payable by Us under the liability or obligations of either one or both Guarantees.

Provided always that where additional premium has been paid for the inclusion of Section 12 - Reimbursement of Indemnity Paid to Insurer for Letter of Guarantee to the Ministry of Manpower insured under Section 1 as reflected in the Schedule, the liability of the Insured to indemnify Us for Section 1 shall be limited to a fixed sum of Singapore Dollar Two Hundred and Fifty only (S\$250) where the breach of condition under the Guarantee was caused by or resulted from the Insured Person's unexpected disappearance not caused by the Insured's deliberate act or omission;

2. That We have absolute discretion to compromise all claim payments, demands, actions, suits, proceedings, losses and liabilities which may be taken or made against Us under either or both Guarantees, and to accept all receipts, vouchers and other evidence of all payments made by Us or of all liabilities or obligations incurred by Us by reason of either one or both the Guarantees as conclusive evidence against the Insured and the estate of the Insured to the extent of the liability herein;

3. That no delay or omission on the part of Us in exercising any right, power, privilege or remedy in respect of this Indemnity shall impair such right, power, privilege or remedy. The rights, powers, privileges and remedies provided in this Indemnity are cumulative and not exclusive of any rights, powers, privileges, and remedies provided by law;
4. That this indemnity shall be a continuing indemnity and We may at its discretion without giving any notice to the Insured extend the validity of either or both the Guarantees without discharging or impairing the liability of the Insured under this indemnity; and
5. That this indemnity shall be governed and construed in accordance with the laws of the Republic of Singapore.

## Condition Precedent

The validity of this Policy is subject to the condition precedent that:

1. For the risk quoted, the named Insured has never had any insurance terminated in the last twelve(12) months due solely or in part to a breach of any premium payment condition; or
2. If the named Insured has declared that it has breached any premium payment condition in respect of a previous Policy taken up with another insurer in the last twelve (12) months:
  - a) The named Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous Policy; and
  - b) A copy of the written confirmation from the previous insurer to this effect is first provided by the named Insured to Us before cover incepts.

## Rights of Third Parties

A person or company, who is not a party to this Policy, has no right under the Contracts (Right of Third Parties) Act 2001 to enforce any of its terms.

## Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any Endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism or fear thereof regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement, an act of terrorism means an act, including but not limited to the

use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.

This Endorsement also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of or fear of terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Dispute Resolution

Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

## Personal Data Use

Any information collected or held by Us whether contained in your application or otherwise obtained may be used and/or disclosed to our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to your application, any policy issued and to provide advice or information concerning products and services which we believe may be of interest to you and to communicate with you for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

## Policy Owners' Protection Scheme

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact us or visit the General Insurance Association (GIA) or SDIC web-sites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).