



MIGRANT DOMESTIC WORKER INSURANCE POLICY

(This Policy Wording is applicable for policies issued from 15 May 2023 onwards)

WHEREAS the Insured by a proposal and declaration to ERGO Insurance Pte Ltd, (hereinafter referred to as “we”, “us”, “our” or “The Company”), which shall be the basis of this contract and is deemed to be incorporated herein has applied to us for the insurance hereinafter contained and in consideration of the payment by the Insured to us of the Premium.

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 “the Terms of this Policy”), we will insure in the manner and to the extent stated in the Terms contained in the various sections of the Policy.

The cover provided by this Policy is in accordance with the minimum requirements set by the Ministry of Manpower.

SECTION 1 - PERSONAL ACCIDENT

We will subject to Terms of this Section pay to the Insured Person or his/her legal personal representatives the Benefit(s) referred to below if during the Period of Insurance, the Insured Person named in the Certificate of Insurance shall sustain bodily injury caused by accidental means (hereinafter referred to as the “Accident”). “Accident” or “Accidental” shall mean an identifiable, sudden, unforeseen and unexpected event and which may within the twelve calendar months result in death or disablement or expenses.

BENEFIT A - DEATH

Where the Insured Person dies due to an Accident, we shall pay the Sum Insured as specified in the **Certificate of Insurance**.

BENEFIT B - PERMANENT DISABLEMENT

Where the Insured Person suffers total and permanent loss/disablements due to an Accident, we shall pay the relevant sum specified in the *Permanent Disability Scale*.

BENEFIT C - MEDICAL EXPENSES

When, as a result of an Accident occurring within the Period of Insurance, we will reimburse the Insured Person for medical, surgical, hospital or nursing home expenses incurred (both outpatient and inpatient) as well as expenses for follow up treatment for up to 90 days following the discharge from hospital, or treatment up to the limit as specified in the Certificate of Insurance. Expenses incurred have to be certified as essential by a Singapore registered Medical Practitioner.

The benefit is extended to include treatment by a licensed Chinese Physician (TCM), Chiropractic or similar practices resulting from an accident, subject to a sub-limit of S\$100.00 per treatment and the limit as specified in the Certificate of Insurance in the aggregate. Such therapies or treatments include treatment provided by a chiropractor, osteopath, acupuncturists, homeopath, podiatrist, or Traditional Chinese Medicine Practitioner and who are permitted to practice by the relevant authorities in the country in which the treatment takes place. We will extend to cover food poisoning and dengue fever under this section as diagnosed by a registered medical practitioner provided the first onset of symptom occurs during the Period of Insurance.

SPECIAL PROVISIONS TO SECTION 1

- Loss of limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
- 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 the limb or member or part thereof.
- The total aggregate sum payable for Permanent Disablement shall not exceed the sum insured specified under Section 1 Benefit A of the Certificate of Insurance.
- A valid claim made for Section 1 Benefit A for the maximum payable under Section 1 Benefit B, shall, with effect from the date of the Accident resulting in such claim, discharge us from any further liability under Section 1 except for expenses payable under Section 1 Benefit C.
- Where the aggregate sum payable in respect of all claims made pursuant to Section 1 Benefit B is less than the sum insured specified under Section 1 Benefit A, the sum payable in respect of a subsequent claim made pursuant to Section 1 Benefit A shall be the remaining of the insured sum specified under section 1 Benefit A after deduction of the said aggregate sum. Save for this, payment shall only be made under section 1 Benefit A or B but not both.

SECTION 2 - HOSPITAL AND SURGICAL EXPENSES

We will reimburse the Insured for Hospital and Surgical Expenses necessarily incurred as a result of an accident, sickness or disease sustained by the Insured Person commencing during the Period of Insurance. We will also cover pre-hospitalisation treatment occurring up to 90 days before an admissible hospitalisation &/or surgery and follow up treatment up to 90 days from the date of discharge provided the treatment occurs within the Period of Insurance and the hospitalisation claim is payable by us.

Provided always that:

- The claimable amount is subject to the Pro-Ration Factor as stated under this section;
- Claims that are incurred beyond the first S\$15,000 in a policy year will also be subject to the co-insurance of 25%;
- The maximum amount we will pay in respect of the Insured Person in a policy year is subject to the annual limit stated in the Certificate of Insurance; and
- 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 Certificate of Insurance.

CO-INSURANCE

This is the amount the Insured has to pay on the claimable amount. Under this section, the Insured will have to bear 25% for any claims incurred beyond the first S\$15,000 in a policy year unless stipulated otherwise.

PRO-RATION FACTOR

In the event the Insured Person is admitted to Private Hospitals or to a ward better than class C or B2 of the Government Restructured Hospital or any hospital overseas, a Pro-ration factor of 60% shall be applied to the hospital medical expenses admissible & payable under the Policy.

This Pro-Ration Factor shall not be applicable to Pre-Hospitalisation medical expenses.

DEFINITIONS

HOSPITAL EXPENSES

- Cost of treatment as an inpatient of a hospital or nursing home (including private nursing as an inpatient if certified as essential by a registered medical practitioner) in Singapore or overseas which shall include charges for accommodation, x ray, normal food, medical attendant's fees, radiological treatment, drugs, medicines and any other costs of examination treatment, or special services certified as essential by a registered medical practitioner.
- Cost of pre-hospitalisation treatment occurring up to 90 days before an admissible hospitalization &/or surgery for the same diagnosis provided that these are incurred within the policy period.
- Cost of follow-up treatment as an outpatient up to 90 days after discharge from an admissible hospitalisation &/or surgery provided that these are incurred within the policy period.
- Cost of inpatient treatment and any other related costs and expenses as an inpatient for the sole purpose of quarantine or isolation to curb communicability of illness or disease.
- Cost of inpatient treatment and any other related costs and expenses as an inpatient for infectious, communicable, contagious, and transmissible disease including but not limited to SARS, SARS-COV, COVID-19, tuberculosis, H1N1, Dengue fever, MERS and the like and its variants and mutations.
- All expenses incurred in respect of admission and stay in Government appointed isolation, quarantine or medical step-up facilities where mandated by the Authorities.

SURGICAL EXPENSES

- Cost of surgery and accompanying treatment in a hospital or nursing home (including private nursing as an inpatient if certified as essential by a registered medical practitioner) in Singapore or overseas which shall include charges for accommodation, x-ray, normal food, medical attendant's fees, surgeon's fees, anaesthetist's fees, theatre and pathology fees, drugs, medicines and any other cost of examination or treatment or special service certified as essential by a registered medical practitioner including follow up treatment up to 90 days from the date of discharge.
- Definition of Surgical Expenses shall also include Day Surgery or surgery not requiring inpatient hospitalization performed by any registered medical practitioner either in a hospital or in any private medical centre or clinic.
- In ascertaining the extend of the meaning and intent of surgery/day surgery, it shall include but is not limited to gastroscopy, colonoscopy, laparoscopy, endoscopy and all other intrusive and invasive procedure.
- Cost of surgery in relation or arising out of treatment for infectious, communicable, contagious and transmissible disease including but not limited to SARS, SARS-COV, COVID-19, tuberculosis, H1N1, Dengue Fever, MERS and the like and its variants and mutations.

EXCEPTIONS TO SECTION 2

This insurance shall not apply to:-

- The repeat occurrence of any expense in respect of mental disease of any kind, or any accident or diseases in any way attributed to alcoholism or drug addiction, save that treatment for the underlying addiction itself is excluded.
- The repeat occurrence of any expense in respect of treatment in mental hospitals or homes.
- Any expense in respect of any hospital confinement, surgical operation, treatment or service which have not been previously recommended by a registered medical practitioner.
- Any expense in respect of treatment undertaken as a preventive measure including but not restricted to vaccination, inoculations, contraception and other prophylactic treatment.
- Any expense in respect of dental inspection, surgery and or treatment or in obtaining dentures or eye-glasses or the like or hearing aids unless otherwise resulting from an accident as defined in Section 1 above.
- Cosmetic or plastic surgery other than therapeutic surgery considered as essential by a registered medical practitioner to remedy a malfunction.
- Any expense in respect of birth defects, congenital abnormalities, hereditary conditions, venereal diseases and sexually transmitted disease.

Where the Insured Person requires treatment that constitutes an exception as a repeat occurrence above such exception shall apply on a lifetime basis under the same employer whether under the same insurer or not.

SECTION 3 - RECUPERATION EXPENSES (ONLY APPLICABLE IF TAKEN UP)

Recuperation Expenses

When we are liable to pay under section 2 of this Policy, we will subject to the Terms of this Section and pay the Insured a daily recuperation expense amount as stated in the Certificate of Insurance during the Insured Person's stay in a hospital, up to 60 days of the Insured Person's hospitalization.

Temporary Help Benefit

In the event that the Insured Person is hospitalized due to injury or illness, we will pay the Insured a daily benefit during the hospitalization period of up to 30 days as per & subject to the maximum benefit limit stipulated in the Certificate of Insurance. This benefit shall be payable only if there is a valid claim under Section 2 - Hospital & Surgical Expenses for the same period.

SECTION 4 - REPATRIATION EXPENSES

We will reimburse the Insured for Repatriation Expenses incurred up to the limit stated in the Certificate of Insurance in respect of :-

1. Conveyance of the Insured Person to her country of origin as a result of being certified by a registered medical practitioner to be medically unfit to perform her duties as a migrant domestic worker under her contract for the next 3 months from the date of illness or accident.
2. Burial or cremation of the Insured Person and/or conveyance of body or ashes to his/her country of origin.

It is a condition precedent to our liability to reimburse the Repatriation Expenses that a detailed account be submitted to and approved by us.

SECTION 5 - WAGES AND LEVY REIMBURSEMENT (ONLY APPLICABLE IF TAKEN UP)

We will subject to the Terms of this Section pay to the Insured the pro rata wages and Government Levy imposed on foreign domestic helpers up to the limit stated in the Certificate of Insurance in the event of the Insured suffering the loss of service of the Insured Person during her hospitalization due to illness or accident the expenses of which are insured and payable under section 1 or 2 of this Policy up to 60 days of the Insured Person's hospitalization.

SECTION 6 - TERMINATION / RE-HIRING EXPENSES (ONLY APPLICABLE IF TAKEN UP)

We shall pay to the Insured actual expenses incurred up to the limit stated in the Certificate of Insurance for cost of re-hiring/termination in respect of termination of the Insured Person's service as result of being certified by a registered medical practitioner to be medically unfit to perform her duties as a migrant domestic worker under her contract for the next 3 months from the date of illness or accident.

SECTION 7 - OUTPATIENT KIDNEY DIALYSIS/CANCER TREATMENT (ONLY APPLICABLE IF TAKEN UP)

We shall, subject to the limits as specified in the Certificate of Insurance, pay to the Insured actual expenses for outpatient kidney dialysis or cancer treatment incurred by Insured Person as certified necessary by a registered medical practitioner.

SECTION 8 - SPECIAL GRANT (ONLY APPLICABLE IF TAKEN UP)

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

SECTION 9 - MAID & HOUSEHOLD LIABILITY (ONLY APPLICABLE IF TAKEN UP)

We will, subject to the limits as specified in the Certificate of Insurance, exclusions and limit of liability contained herein, indemnify the Insured, the immediate family members and the Insured Person against all sums (inclusive of defence costs) and which they shall become legally liable to pay for compensation as a result of an act caused by the negligence of the Insured, the immediate family members and the Insured Person as named in the schedule during the Period of Insurance in respect of:-

1. Accidental death of or bodily injury to any person ("Person" shall be deemed to include pets and pedigrees)
2. Accidental loss of or damage to any property

SUBLIMIT TO:

1. In respect of pets and pedigrees: S\$3,000.00 (Singapore Dollars Three Thousand)
2. In respect of Worldwide (Excluding UN Sanctions Countries: S\$25,000.00 (Singapore Dollars Twenty Five Thousand)

TERRITORIAL LIMIT:-

Anywhere within the Republic of Singapore and elsewhere in the world (Excluding UN Sanctioned Countries) while travelling together with the Insured.

JURISDICTION CLAUSE:-

The indemnity to the Insured under the terms of this policy shall only apply in respect of judgements which are in the first instance delivered by or obtained in a Court of Jurisdiction in Singapore.

EXCEPTIONS TO SECTION 9

We shall not be liable in respect of:-

1. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. 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
 - 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
3. Liability in respect of injury illness loss or damage caused by or in connection with or arising from:
 - a. The ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle licensed for road use or for which a certificate of motor insurance is required within the limits of any carriageway or thoroughfare.
 - b. Any vessel or craft or aircraft not specified in the Schedule owned or possessed or used by or on behalf of the Insured or the loading and unloading thereof.
 - c. Accident to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring.
 - d. Any commodity article or thing supplied, repaired, altered or treated by or to the order of the Insured.
 - e. Liability directly or indirectly occasioned by or through or in consequence of earthquake, flood, typhoon, hurricane volcanic eruption or other convulsion of nature.
4. Liability in respect of injury, illness, disease, loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act of omission.
5. Liability in respect of breach of professional duty or service whether of omission or commission other than the duty of a migrant domestic worker.
6. Liability arising from the ownership or occupancy of any land or building.

SECTION 10 - FIDELITY GUARANTEE (ONLY APPLICABLE IF TAKEN UP)

If, during the Period of Insurance, the Insured shall sustain any loss of monies, goods, commodities, possessions or assets belonging to the Insured and members of the Insured's household or for which they are responsible as the result of any act of fraud or dishonesty committed by the Insured Person named in the schedule and discovered within 3 months of the expiry of the policy or termination of the Insured Person, we will make good to the Insured such loss after deduction of all salary, commission, monies or assets property of the Insured Person that may be in or come into the hands or under the control of the Insured up to the Amount of Guarantee specified in the schedule in respect of any one loss arising from any one act or series of acts. Provided that:-

1. The acts insured against are discovered not later than three (3) months after the dismissal, resignation, termination or death of the Insured Person or later than three months after the termination of this policy whichever is earlier.
2. Immediately after the receipt of notice by us of an act insured against committed by the Insured Person, our liability in respect of the remaining portion of the Guarantee shall be reduced by the amount of loss thus sustained but the Insured having undertaken to pay on demand an appropriate additional premium, we agree to reinstate the Amount of Guarantee it being understood and agreed that the amount of such reinstatement shall only be available for claims in respect of acts insured against committed subsequently to the date of reinstatement.
3. On discovery of any act or fraud or dishonesty committed by the Insured Person or reasonable cause for suspicion thereof, the Insured must make a written police report immediately and take all necessary practical steps to bring about prosecution or conviction of the Insured person involved.
4. In the event of any claim hereunder, the Insured shall be required to identify the Insured Person who has committed the act(s) insured against giving rise to the loss which is the subject of such claim.
5. Every claim shall be lodged with us within thirty-one (31) days after the date of such notice (failing which no claim shall be admissible under this policy) accompanied by full particulars and proofs satisfactory to us of the loss and when any loss has been made good and satisfied by us, this policy so far as regards the defaulting Insured Person shall wholly cease and terminate any of our further obligation in respect of this Section.
6. We shall be entitled at our own expense and for our own benefit (in the name of the Insured or otherwise) to prosecute all claims and exercise all rights of action competent to the Insured against the Insured Person in respect of any acts insured against in connection with which we may have made a payment under this policy and the Insured shall give us all such information and assistance as may be reasonably required for maintaining any such claims or rights.
7. The Insured shall, if required by us, give information and furnish evidence to the Criminal Authorities of any act insured against committed or supposed to have been committed by the Insured person in consequence of which a claim may be made under this policy and the Insured shall be so required by us forthwith prosecute the Insured Person for such acts subject to the payment by the Company in the event of a conviction of all expenses necessarily incurred by the Insured in such prosecution.

SECTION 11 - REIMBURSEMENT OF INDEMNITY PAID TO INSURER (ONLY APPLICABLE IF TAKEN UP)

The Insured named in the Certificate of Insurance ("the Insured") having paid or agreed to pay the Premium to us named in the Certificate of Insurance ("The Company") will be on the basis of information provided by the Insured in connection with a Proposal made to us to provide the indemnity detailed herein subject to the terms, conditions, limitations and endorsements of this insurance during the period of this Policy.

The Insured will be reimbursed by us, subject to the terms, conditions, limitations and endorsements contained herein, or endorsed or otherwise expressed hereon of this Policy if during the duration of cover the Insured is called upon to indemnify us who has effected for the Insured an insurance guarantee/banker's guarantee in lieu of the security deposit required by Ministry of Manpower (MOM) arising from any breach by the Migrant Domestic Worker of the conditions of the Security Bond imposed by MOM under Section 12 of Employment of Foreign Manpower (Work Pass) Regulations or Section 21 of Immigration Regulations. This Policy will be governed by and construed in accordance with the laws of the Republic of Singapore.

EXCEPTIONS TO SECTION 11

We will not pay for:-

1. any breach by the Insured of the conditions of the Security Bond imposed by the MOM under Section 12 of Employment of Foreign Manpower (Work Pass) Regulations or Section 21 of Immigration Regulations.
2. any loss, claim or payment of which the Insured is aware of prior to the effective date of cover of the Insured/Migrant Domestic Worker declared herein.
3. any loss, claim or payment incurred by the Insured within the first 30 days from the effective date of cover of the Insured Person declared herein. This Exception shall not be applicable if the effective date of cover is the same as the signature date in the Security Bond referred to in Exception 1 above.
4. any loss, claim or payment incurred by the Insured/Employer after 7 days of the cancellation of the Work Permit by the Insured/Employer.
5. the excess stated in the Certificate of Insurance.

GENERAL EXCEPTIONS

1. We will not pay for:-

- a. any expenses or compensation for treatment or service incurred as a direct or indirect result of pre-existing conditions. Pre-existing conditions refers to any allergy, condition, illness,

- infirmity or injury, diagnosed or undiagnosed, which
- i. the Insured or Insured Person knew about or have been informed of or for which Insured Person has received advice, medication or treatment; or
 - ii. the Insured Person is under investigation or awaiting results for; or
 - iii. the Insured Person is on a waiting list for, or are aware of the need for, In-patient treatment.
- before the start date of this Policy. This exception, however, shall not apply if the Insured Person is continually covered under another maid insurance policy(ies) with any Insurance Company in Singapore for the last twelve (12) months. For the purpose of determining the commencement of the 12 months continuous cover, it is agreed that it shall commence from the date the first policy was taken up with us or any other Insurance Company.
- b. any expenses or compensation for ongoing/continual treatment or service incurred as a direct or indirect result of existing conditions/illnesses where the limits under the original Plan/Policy limit have been fully utilized.
 - c. any consequential loss or damage of any kind whatsoever, save that this exception shall not apply to Section 2.
2. We will not indemnify or pay the Insured and/or Insured Person for bodily injury to the Insured Person and/or expenses directly or indirectly consequent upon:-
- a. any unlawful act of the Insured Person or cause directly by a deliberate, malicious or illegal act of the Insured and/or the Insured's immediate family member residing with the Insured. This exception shall, however, shall not apply to coverage under Section 4 - Repatriation Expenses.
 - b. any willful exposure to danger (other than in an attempt to save human life), suicide, attempted suicide or intentional self-inflicted injury or any attempt thereof while sane or insane. This exception shall, however only apply to any repeat occurrence of such condition in respect of Section 2 - Hospital and Surgical Expenses and shall not apply to coverage under Section 4 - Repatriation Expenses.
 - c. the effect or influence of intoxicating liquor or drugs not prescribed by a Registered Medical Practitioner or any congenital defects or insanity or conditions related to functional disorder of the mind, nervous disorders or venereal diseases or AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex). Save that this exception shall not apply to Section 2 - Hospital and Surgical Expenses.
 - d. pregnancy, childbirth, miscarriage, abortion, sterilization, menopause, consensual sexual activities or any complications there from.
 - e. winter sports (other than leisure skiing), rock climbing, mountaineering, speleological, potholing, sky diving, hang gliding, water-skiing, under-water activities involving artificial breathing apparatus (other than snorkeling), parachuting, rugby, ice hockey, polo, steeple-chasing, boxing, wrestling or the performance of martial arts, hunting, racing of any kind other than on foot.
 - f. being in or on or entering or descending from any aircraft other than a fully licensed passenger-carrying aircraft operated by a recognized commercial air transport organization on a Recognized Air Route in which the Insured Person is travelling other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon. For the purpose of this exception, a Recognized Air Route shall be deemed to be one on which airports have adequate safety facilities and recognized aids for the type of aircraft employed when taking off and landing and which is flown regularly by the commercial air transport organization so that its flying personnel are familiar with the approaches and landing facilities provided.
 - g. riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition or competition other than for social or recreational purpose or in the course of employment.
 - h. any action for compensation brought in the Courts of Law of any territory outside Singapore.
3. We will not indemnify or pay the Insured and/or Insured Person for loss, damage, injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of or contributed to by:-
- a. war, invasion, act of foreign enemy hostilities (whether war declared or not), civil war, mutiny, rebellion, revolution, insurrection or insurrection or military or usurped power.
 - b. riot, strike or civil commotion, unless unforeseeable save that insofar as the exception applies to Section 2 shall only apply to a repeat occurrence.
 - c. any act of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrow by forces of any de jure or de facto Government or to influencing of it by terrorism or violence.
 - d. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception, combustion shall include any self-sustaining process of nuclear fission.
 - e. nuclear weapons material.
 - f. any willful act or willful negligence of the Insured/Insured Person or of his/her representatives. This exception shall however does not apply to coverage under section 4 - Repatriation Expenses.
4. This Insurance shall not apply to an Insured Person who has attained the age of 70 years at time of inception of policy. This exception shall, however, not apply to Section 2 - Hospital and Surgical Expenses.

In any claim and in any action suit or other proceedings where we alleged that by reason of any of the above Exceptions any loss is not covered by this Policy the burden of proving that such loss is not covered shall be upon us.

Where the Insured Person requires treatment that constitutes and exception as a repeat occurrence above such exception shall apply on a lifetime basis under the same employer whether under the same insurer or not.

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 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 organization(s) or government committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense 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 terrorism.

If we alleged that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Subject otherwise to the terms, conditions and exceptions of this Policy.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

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 terms of this Policy.

Subject otherwise to the terms, conditions and exceptions of this Policy.

GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of the Republic of Singapore.

GENERAL CONDITIONS

1. DEFINITION

“**Certificate of Insurance**” shall mean the Certificate of Insurance issued by the Company.

“**Period of Insurance**” shall mean the period specified in the Certificate of Insurance and/or during which the Insured Person has cleared the immigration of Singapore upon entry and/or holds a valid work permit or is granted an In-Principal Approval in respect of such employment that has not been cancelled whether temporarily or otherwise. For the purpose of this definition, it is agreed that the period of insurance shall be automatically extended by another fourteen (14) days upon termination of the Insured Person's work permit or In-Principal Approval letter.

In the event that the Insured Person has been issued with a Special Pass by the Ministry of Manpower after the cancellation of the Insured Person's work permit or In-Principal Approval letter, it is agreed that the period of insurance shall be extended by a maximum of thirty (30) days subject to the validity of said Special Pass.

2. INTERPRETATION

This Policy and the Certificate of Insurance 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 Certificate of Insurance shall bear such meaning wherever it may appear.

3. CONDITIONS PRECEDENT TO THE COMPANY'S LIABILITY

The due observance and fulfilment of the terms, provisions and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured and/or the Insured Person and the truth of the statements and answers in the proposal shall be conditions precedent to any of our liability to make any payment under this Policy.

4. ALTERATION

This Policy shall cease to be in force if there be any material alteration in risk unless we, by endorsement declare the Insurance to be continued.

5. REASONABLE PRECAUTION

The Insured and the Insured Person shall take all reasonable precautions to safeguard the Insured Person against accidents and diseases.

6. CLAIMS PROCEDURE

On the happening of any accident or illness which may give rise to a claim under this Policy, the Insured or save for Clause 6(e) the Insured Person shall:-

- a. give notice in writing to us within thirty-one (31) days stating the circumstances of the death injury or illness. It is understood and agreed that valid notice in writing to bolttech Insurance Agency Pte Ltd shall constitute as notice to us.
- b. deliver to us as soon as reasonably practicable, a claim in writing with such detailed particulars and proofs as may be reasonably required.
- c. give us all reports, certificates and information required by us, which shall be furnished at the Insured's/Insured Person's expense and shall be in such form as we shall prescribe.
- d. ensure that the Insured Person shall from time to time submit herself to medical examination at our expense as may be required in connection with any claim.
- e. ensure in the case of death where any reasonable doubt exists as to the cause thereof, that a qualified medical practitioner appointed by the Company is allowed to make a post-mortem examination of the body of the Insured Person at our expense.
- f. providing us the duly signed Letter of Authorization in order for Direct Settlement between the relevant hospital and us.

7. FRAUDULENT CLAIMS

If the Insured and/or the Insured Person or anyone acting on their behalf, knowingly make any fraudulent claim on this Policy, this policy shall become void and all benefits forfeited.

8. POLICY ASSIGNMENT

This Policy is not assignable and we shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

9. 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.

10. CANCELLATION

- a. The Policy may be cancelled by us or the Insured by giving seven days' notice by registered letter to the respective parties at their 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. For the purpose of this condition, it is agreed that the validity of the cover shall be automatically extended for a further period of fourteen (14) days from the termination of the employment contract.

c. A short period refund will be payable for Policy Cancellation within 270 days from the inception date in accordance with the scale of refund indicated as follows:

Scale of Refund					
Cancellation Period	Within 60 days	Within 61 to 120 days	Within 121 to 180 days	Within 181 to 270 days	After 270 days
26 Months Policy	70% of Policy Premium	50% of Policy Premium	30% of Policy Premium	20% of Policy Premium	No Refund
14 Months Policy	70% of Policy Premium	50% of Policy Premium	No Refund	No Refund	No Refund

d. Any refund, if applicable, will be issued at least one month from the receipt of Letter of Discharge to us.

e. There will be no refund in the event of any claim payment made or bond call during the Period of Insurance.

11. OTHER INSURANCES (NOT APPLICABLE TO SECTION 1 - BENEFITS A AND B)

If at the time of any loss damage or liability hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering such loss damage or liability, we shall not be liable to pay or contribute more than its rate-able proportion of such loss damage or liability.

12. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an arbitration to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any of our liability or any right of action against us. Arbitration shall be held in Singapore.

13. LIMITATION

We shall not be liable to pay any Benefit after the expiration of twelve months from the happening of the event giving rise to a claim unless the claim in respect of the event is the subject of pending arbitration.

14. SUBROGATION

In the event of a claim, we shall be entitled to undertake in the name and on behalf of the Insured and/or the Insured Person the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured and/or the Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

15. WAITING PERIOD

Notwithstanding anything contained in General Exceptions 1 (a) and (b) above, if the Insured upgrades this Policy to increase the Policy limit during the Period of Insurance the following will apply:-

1. A waiting period (hereinafter defined as the period where no cover is granted) of 60 calendar days shall be imposed for any claims arising out of or proximately due to any pre-existing condition as defined under General Exception (1);
2. The waiting period shall commence from the effective date of the upgrade of this Policy; and
3. The waiting period shall only apply to the upgraded benefits or sum insured and not in respect of the existing benefits.

MEMORANDUM A

This Memorandum shall be read in conjunction and form part of this policy. Notwithstanding anything contained herein to the contrary in the within mentioned policy, it is hereby declared and agreed that the following amendments are incorporated in the policy:-

1. In the event of the Insured person being transferred to the Employment Agency (hereinafter, referred to as "EA") by the insured for the purpose of temporary shelter either pending transfer to a new employer or other reasons and provided that the work permit is still valid and not cancelled, it is hereby noted and agreed that the policy shall be continue to be in-force and coverage active during the above transitional period.
2. This memorandum shall however not apply to the Insurance Bond taken in conjunction with the policy.
3. This memorandum shall be effective on the date of the assumption of custody of the Insured Person by the EA and shall be valid for the maximum period of thirty (30) days from such date or upon expiry of the policy or the termination of the Insured Person's work permit whichever occurs first. Subject otherwise to the terms, exceptions and conditions of this policy.

MEMORANDUM B-COUNTER INDEMNITY

It is hereby agreed that the terms of the Counter Indemnity shall be collateral to the Letter of Guarantee hereinafter mentioned.

In lieu of the cash deposit that the Insured would otherwise has to provide as security, the Company agrees to the Insured's request to provide a Letter of Guarantee for S\$5,000 to the Ministry of Manpower of Singapore and/or Controller of Immigration of Singapore; which guarantee(s) the payment on demand of any sum or sums not exceeding the amount stated in the Letter of Guarantee issued. In return, the Insured agrees and undertakes as follows:

1. The Insured will, at all times, unconditionally and irrevocably guarantee to jointly and severally compensate the Company for all claims, payments, demands, actions, suits, proceedings, losses, liabilities, costs and expenses whatsoever (including legal costs and expenses determined on a solicitor or client basis) which may be taken or made against the Company or which become payable by the Company under the Letter of Guarantee.
2. The Company will have absolute discretion to compromise all claims, payments, demands, actions, suits, proceedings, losses and liabilities whatsoever which may be taken or made against the Company under the Letter of Guarantee.
3. The Insured shall accept the receipts, vouchers or any other evidence of all payments made by the Company or all liabilities or obligations incurred by the Company because of the Letter of Guarantee as conclusive evidence of the Insured's liability to the Company.

This counter indemnity shall be a continuing indemnity and the Company may, at any time, have absolute discretion without giving any notice to the Insured extend the validity of the Letter of Guarantee without discharging or impairing the Insured's liability under the indemnity.

PAYMENT BEFORE COVER WARRANT

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or intermediary through whom this Policy was effected) on or before the inception date ("the Inception Date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

SANCTION CLAUSE

The Insurer shall not be deemed to provide cover nor 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 the Insurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Permanent Disability Scale

1.	Loss of two limbs	100%
2.	Loss of both hands, or of all fingers and both thumbs	
3.	Total and permanent loss of sight of both eyes	
4.	Total and permanent paralysis	
5.	Injuries resulting in being permanently bedridden	
6.	Any other injury causing permanent total disablement from engaging in or attending to employment or occupations of any and every kind	
7.	Loss of arm at shoulder; between shoulder and elbow; at elbow; between elbow and wrist; at wrist	
8.	Loss of arm between shoulder and elbow	
9.	Loss of leg at hip; between knee and hip; below knee	
10.	Eye: Total and permanent loss of whole eye sight of	
11.	Eye : sight in, except perception of light; lens	50%
12.	Loss of four fingers and thumb of one hand	40%
13.	Loss of four fingers	
14.	Loss of thumb – both phalanges / one phalanx	25% / 10%
15.	Loss of index finger – three phalanges / two phalanges / one phalanx	10% / 8% / 4%
16.	Loss of middle finger – three phalanges / two phalanges / one phalanx	6% / 4% / 2%
17.	Loss of ring finger – three phalanges / two phalanges / one phalanx	5% / 4% / 2%
18.	Loss of little finger – three phalanges / two phalanges / one phalanx	4% / 3% / 2%
19.	Loss of metacarpals – first or second (additional) / third, fourth or fifth (additional)	3% / 2%
20.	Loss of toes – all	15%
	Loss of toes – great, both phalanges / great, one phalanx	5% / 2%
	Loss of toes – other than great, if more than 1 toe lost, each	1%
21.	Total and permanent loss of hearing – both ears / one ear	75% / 15%
22.	Total and permanent loss of speech	50%

We welcome you as a Policyholder and recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance in accordance with MOM's minimum requirements. Please store it in a safe place. For further enquiry, please contact bolttech Insurance Agency Pte Ltd or our office, especially if the insurance is not completely in accordance to your intentions.

This Policy is protected under the Policy Owner's Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action from you is required. For more information on the type of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).