

# Foreign Workers' Medical Insurance (Annual Limit)

This policy sets out the terms of a legal contract between You and Us.

The policy, the schedule and any endorsements issued by Us shall be read together as one contract and where a specific meaning has been given to any word or expression, it will have the same meaning wherever it appears. No agent, broker or anyone other than an authorised officer of our company has the power to change this contract or waive any of our rights or requirements.

The information provided in the fact find form, supplementary questionnaires and any correspondences relating to the application shall form the basis of this contract.

If, at any time, You feel there have been new developments or details in the Insured Person's health or occupational or leisure pursuits not conveyed to Us before We confirmed acceptance of Your application, please notify Us immediately.

This policy shall become effective on the date specified in the policy schedule and continue for the period of insurance specified. In return for having accepted Your premiums, We shall pay the benefits as set out in the schedule of benefits within the period of insurance as a result of non-work related sickness and accident within Singapore only.

Please read the conditions and examine the policy and if incorrect or unacceptable return it immediately for alteration or cancellation. We would remind You that You must disclose to Us, fully and faithfully, the facts You know or ought to know, otherwise You may not receive any benefit from Your policy.

#### **General Definitions**

Wherever the following words are used in this policy or in the schedule, they shall have the same meanings as given below:

**Accident** means Any injury resulting solely and directly from unexpected, external, violent and visible source and does not include sickness or any naturally occurring medical condition or degenerative process.

Active Service shall mean for an employee to be:

- (a) employed by the policyholder on a full-time permanent basis;
- (b) actively working on a day which is one of the policyholder's scheduled work days;
- (c) performing in the customary manner all the regular duties of his/her employment with the policyholder on a full-time basis that day, either at one of the policyholder's business establishments or at a location that the policyholder's business requires him/her to be present.

An employee will be considered in Active Service on a day that is not one of the policyholder's scheduled workdays only if he/she was performing in the customary manner all the regular duties of his/her employment on the preceding scheduled workday.

**Annual Limit** means the maximum aggregate amount of benefits payable under this policy in respect of any one Insured Person per policy year.

**Co-insurance** means the percentage out of an eligible claim which has to be borne by the Insured Person before the relevant benefits are payable.

**Country of Residence** means mean the Republic of Singapore unless otherwise stated in the policy.

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

**Effective Date** means the policy commencement date or date of Insured Person's first enrolment into the policy, whichever is later.

Employee means a person employed on a full-time basis by the policyholder.

**Endorsement** Any written statement or notice issued and signed by Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K) to confirm and record changes to the terms and conditions of the policy.

**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;
- (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.

This Policy covers treatment at Singapore Government Restructured Hospitals (SGRH) only. SGRH refers to Singapore General Hospital, Kandang Kerbau Hospital, Tan Tock Seng Hospital, Khoo Teck Puat Hospital, Changi General Hospital and National University Hospital and any other Newly inclusions to the SGRH listing as published in the current SGRH website <a href="https://www.google.com/search?q=singapore+government+restructured+hospital+list&rlz=1C1">https://www.google.com/search?q=singapore+government+restructured+hospital+list&rlz=1C1</a> <a href="https://gceu.google.com/search?q=singapore+government+restructured+hospital+list&rlz=1C1">https://gceu.google.com/search?q=singapore+government+restructured+hospital+list&rlz=1C1</a> <a href="https://gceu.google.com/search?q=singapore+government+restructured+hospital+list&rlz=1C1">https://gceu.google.com/search?q=singapore+government+restructured+hospital+list&rlz=1C1</a> <a href="https://gceu.google.com/search?q=singapore-government-restructured+hospital+list&rlz=1C1">https://gceu.google.com/search?q=singapore-government-restructured+hospital+list&rlz=1C1</a> <a href="https://gceu.google.com/search?q=singapore-government-restructured+hospital+list&rlz=1C1">https://gceu.google.com/search?q=singapore-government-restructured+hospital+list&rlz=1C1</a> <a href="https://gceu.google.com/search?q=singapore-government-restructured-hospital-list&rlz=1C1">https://gceu.google.com/search?q=singapore-government-restructured-hospital-list&rlz=1C1</a> <a href="https://gceu.google.com/search?q=singapore-government-restructured-hospital-list&rlz=1C1">https://gceu.google.com/search?q=singapore-government-restructured-hospital-list&rlz=1C1</a> <a href="https://gceu.google.com/search?q=singapore-government-restructured-hospital-hos

**Hospitalisation** means confinement for reason of Illness or Injury to a hospital bed or ward for a continuous period of at least 6 hours for purposes of treatment or surgery and for which the hospital levies a room and board charge.

**Illness or 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.

Injury means bodily injury caused solely and directly by an Accident.

**Inpatient** means a patient admitted into a hospital for treatment, for which the hospital levies a daily room and board charge.

**Insured** means the policyholder.

**Insured Person(s)** means the person(s) described in the schedule.

**Intensive Care Unit (ICU)** means a section within a hospital which is designated as an intensive care unit by the hospital and which is maintained on a 24-hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the hospital.

**Period of Insurance** means the period of cover shown in the policy schedule for which the appropriate premium has been paid.

**Physician or General Practitioner** means a qualified medical or dental person with a degree in western medicine who is legally authorised to provide medical, dental or surgical services in the geographical area of his/her practice and practicing within the scope of his/her license and training but excludes the Insured Person or a member of the Insured Person's immediate family.

**Policy Year** means a period of 1 year, commencing from the policy commencement date for the first policy year and from the respective renewal dates for subsequent policy years.

**Pre-existing Illness** means disabilities that the Insured and/or Insured Person(s) has reasonable knowledge of. The Insured and/or Insured Person(s) may be considered to have reasonable knowledge of a pre- existing condition where the condition is one for which:

- (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.

Prohibited Person means a person or entity who is, or who is related to a person or entity:

- Subject to laws, regulations or sanctions administered by any inter-government, government, regulatory or law enforcement authorities of any country, which will prohibit or restrict us from providing insurance or carrying out any transaction under this policy; or
- (ii) Who is involved in any terrorist or illegal activities or placed on sanction listing or issued with freezing order.

Reasonable and Customary Charges mean charges and fees for medical care and treatment shall be considered reasonable and customary to the extent that it does not exceed the general level of charges or fees being made by others of similar medical standing in the locality where the charge is incurred when giving like or comparable treatment, services or supplies to individuals of the same gender and of comparable age for a similar illness or injury at Singapore Government Restructured Hospitals.

**Specialist** means a medical or dental physician with a degree in western medicine registered and licensed as such in the geographical area of his/her practice and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry and is practicing within the scope of his/her license and training but excludes the Insured Person or a member of the Insured Person's immediate family.

Surgeon means a Specialist who is qualified to perform Surgery.

**Surgery** means any invasive surgical intervention.

You, Your means the Insured named in the schedule as the policyholder.

We, Our, Us means Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K)

| Foreign Workers Medical Insurance Benefits |   |   |
|--|---|---|
| 1.   | Daily Room & Board per day *(Singapore Government Restructured Hospitals Only)  |   |
| 2.   | Intensive Care Unit (ICU) per day   | ]   |
| 3.   | Other Hospital Services   | - 6-Bedded  |
| 4.   | Surgical Benefits   |   |
| 5.   | In-Hospital Consultation  | As charged. Subject to a  |
| 6.   | Pre-Hospitalisation Specialist Consultation Diagnostic X-Ray and Lab Test (within 90 days Prior to the date of hospitalisation or day surgery) Pre-Hospitalisation Diagnostic X-ray and Lab Test (within 90 days Prior to the date of hospitalisation or day surgery) | maximum sum of \$60,000 per year for each Insured Person OR as per Sum Insured stated in the Policy Schedule*. (Applicable to Items 1 to 7) |
| 7.   | Post-Hospitalisation Treatment<br>(within 90 days following discharge<br>from the hospital)   |   |
| 8.   | Co-Insurance  | Co-insurance of 25% for amount after the first \$15,000   |
| 9.   | Special Grant – Due to injury or sickness during or after treatment for such sickness at hospital or in day surgery ward.   | S\$3,000  |

#### \* COVID-19 Insurance

This Policy is extended to cover the Insured Person if diagnosed with COVID-19. We will only pay the hospital and surgical expenses incurred for the Insured Person's 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.

#### THE BENEFITS

# 1. Daily Room and Board

Hospital charges for accommodation, general nursing services and meals for each day of confinement as an Inpatient in a hospital at the recommendation of a Physician. The total number of days for which the daily room and board charges are payable shall include confinement in the intensive care unit of the Hospital.

Where our Physicians deem the length of Inpatient stay or hospital charges to be unreasonable, We reserve the right to limit payment to what our Physicians deem to be Reasonable and Customary Charges.

# 2. Intensive Care Unit (ICU)

The daily room and board charges incurred when an Insured Person is confined as an Inpatient in the ICU of a Hospital.

#### 3. Other Hospital Services

Hospital charges incurred while confined in the Hospital:

- (a) prescription drugs consumed in the Hospital;
- (b) inpatient diagnostic procedures and physiotherapy that are medically necessary;
- (c) special nursing and medical necessary ancillary services & consumable items;
- (d) use of an operating theatre necessary for Surgery.

# 4. Surgical Benefits

The Surgeon's fees reimbursable shall be either the actual fees for the Surgery or an amount obtained by multiplying the maximum benefit payable as per the Schedule of Benefits with the percentage number payable according to the group under which the Surgery is classified in the surgical schedule of fees, whichever is the lower.

If two or more surgical procedures are performed during the course of a single operation through the same incision, benefits will be allowed only for surgical procedure having the higher limit.

# 5. In-Hospital Consultation

Fees charged for daily bedside visits made by the attending physician during the Insured Person's confinement in the Hospital. This benefit is limited to one visit per day.

# 6. Pre-Hospitalisation Specialist Consultation Diagnosis & Diagnostic X-ray & Lab Test

Charges incurred for consultation with a Specialist upon the recommendation in writing by a Physician and any examination and test ordered by the Specialist and performed for the diagnosis of a medical condition that results in Hospitalisation or Surgery within the period specified in the Schedule of Benefits. The benefit payable shall not exceed the maximum limit specified in the Schedule of Benefits. This shall also include treatment at the A&E department of the Hospital that necessitates immediate Hospitalisation

#### 7. Post-Hospitalisation Treatment

Charges incurred for follow-up treatment by the same attending Physician received after discharge from a Hospital or Day Surgery, provided the treatment is for the same medical condition for which the Inpatient treatment or Day Surgery was required. The benefit payable shall not exceed the maximum limit specified in the Schedule of Benefits and the treatment must be received within the period specified in the Schedule of Benefits.

#### 8. Co Insurance

The percentage out of an eligible claim which has to be borne by the Insured Person before the relevant benefits are payable.

#### 9. Special Grant

We shall pay the Insured the sum as specified in the Schedule of Benefits in the event of death of the Insured Person in connection with a claim resulting from an Injury or Sickness during or after treatment for such sickness at Hospital or in day surgery ward.

#### **GENERAL EXCLUSIONS**

Unless specifically included in the schedule of benefits or by endorsements, We shall not reimburse all medical care, tests and treatment in relation to the following:

- Ambulance fees
- 2. Cosmetic surgery for self-beautification
- 3. Dental treatment or service for the insured foreign employee that is not necessitated by any accident
- 4. Any vaccination
- 5. Any contraceptive operation or procedure for the insured foreign employee, including any related complication from that operation or procedure
- 6. Any operation or procedure for or in respect of
  - i. Any assisted conception for the insured foreign employee including any related complication from that operation or procedure; or
  - ii. Any treatment of infertility or sub-fertility suffered by the insured foreign employee, including any related complication from that operation or procedure
- 7. Sex re-assignment surgery for the insured foreign employee, including any related complication from that surgery.
- 8. Related-outpatient expenses incurred after the 7th calendar day from being certified to be medically fit for discharge from an inpatient treatment and assessed to have a feasible discharge option by a medical practitioner.
- 9. Optional items such as television, telephone, special requested meals and other items which are not necessary for the treatment of any medical condition or injury suffered by the insured foreign employee.
- 10. Any screening or test that is unrelated to any in-patient care or day surgery.
- 11. Treatment of a preventive nature.
- 12. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising from any malicious, unlawful or wilful act of the employer of the insured foreign employee; or where the insured foreign employee is a domestic worker any family member of the employer.
- 13. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising from any criminal act of the insured foreign employee.
- 14. Treatment for or in respect of pregnancy of the insured foreign employee, or childbirth (including any delivery procedure such as caesarean delivery) or abortion undergone by the insured foreign employee, including any related complication from that treatment.
- 15. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising from the insured foreign employee's voluntary participation in any hazardous sport, including any winter sport (such as skiing or snowboarding), underwater activity (such as snorkelling or scuba diving), aerial activity (such as taking a helicopter tour or para-gliding) or motor sport (such as motorcycle racing or motor car racing).
- 16. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising directly or indirectly from any nuclear fallout.
- 17. Treatment for or in respect of any medical condition or injury of the insured foreign employee arising from any war, war-like situation, civil war, mutiny, rebellion, revolution or act of terrorism.
- 18. Treatment for or in respect of any sexually transmitted disease, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) suffered by the insured foreign employee.
- 19. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising from the insured foreign employee's addiction to a controlled drug.
- 20. The second or subsequent occasion of the treatment described in each of the following sub-paragraphs:
  - i. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising from the insured foreign employee's addiction to alcohol, or to a drug that is not a controlled drug.

- ii. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising from the insured foreign employee's voluntary participation in any strike, riot or civil commotion, whether or not arising from the same strike, riot or civil commotion.
- iii. Treatment for or in respect of any medical condition or injury suffered by the insured foreign employee arising from
  - a. Any attempted suicide by the insured foreign employee, whether or not arising from the same attempted suicide; or
  - b. Any self-inflicted injury by the insured foreign employee, or any attempt by the insured foreign employee to cause self-inflicted injury, whether or not arising from the same self-inflicted injury or attempted self-inflicted injury.
- iv. Treatment for or in respect of any psychiatric or nervous or mental disorder suffered by the insured foreign employee.
- 21. Treatment within the first 12 months of employment with the same employer, for or in respect of any pre-existing medical condition that is known to the employer or the foreign employee before the commencement of the insurance cover for that foreign employee.
- 22. Treatment for or in respect of any birth defect, congenital abnormality or hereditary condition suffered by the insured foreign employee, including any related complication from that treatment.
- 23. Treatment received by the insured foreign employee outside Singapore
- 24. Private nursing fees
- 25. Purchase of medical equipment
- 26. Medical repatriation
- 27. Outpatient rehabilitation such as physiotherapy, occupational therapy and speech therapy, unless recommended by a medical practitioner during the insured foreign employee's day surgery or hospitalisation period
- 28. Traditional, complementary or alternative medicine
- 29. Treatment for which the insured foreign employee received reimbursement under any insurance relating to work injury compensation required under the Work Injury Compensation Act 2019 or other forms of insurance coverage

#### **GENERAL CONDITIONS**

# 1. Eligibility

Persons eligible for cover under this policy are:

The Insured Persons must be residents of Singapore defined as foreigners holding a valid work permit, 'S' pass or special pass, including foreign domestic workers and within the age limit of 65 and below.

#### 2. Commencement of Cover

If an employee is not in Active Service on the date when his/her cover would otherwise become effective, the cover for the employee, will not become effective until after he/she has returned to active full-time work. If the effective date falls on a weekend or holiday, the employee must be in Active Service on the last workday.

If an eligible person is confined in a Hospital on the date his/her cover would otherwise be effective, such cover will not be effective until the date following his/her discharge from the hospital.

# 3. Policy Plan Upgrading

Any request for change of plan must be in writing at least 30 days prior to the renewal of this policy and subject to our approval. The change shall be effected only upon the next renewal of the policy. For an Illness or Injury occurring during the period of 12 months after the date of upgrading, We shall not be liable beyond the limits applicable for the previous policy year, if such Illness or Injury directly or indirectly arises or results from a condition occurring or sustained during the previous policy year.

#### 4. Data Required

You shall furnish to Us full particulars showing the Insured Person's name, gender, work permit number/passport number, date of birth, medical plan, effective date, date of termination of insurance coverage and change in benefits and other pertinent information as is necessary to carry out the terms of this policy.

You shall notify Us in writing immediately upon date of employment of any addition of new employees and within 1 month of any deletion of employees under this policy.

You shall furnish Us with all information and proof which We may reasonably require with regard to any matters pertaining to the policy. All documents furnished to You by any Insured Person in connection with the insurance and other records may have a bearing on the insurance under this policy and shall be opened for inspection by Us at all reasonable times.

#### 5. Premium Adjustment and Declaration

New workers will be covered only upon written declaration to the company. The additional premium payable will be on full year premium.

# 6. Policy Limit

Our total aggregate liability shall not exceed the Annual Limit for any Insured Person as set out in the Schedule of Benefits for any one policy year.

When the aggregate total benefits paid under this Policy reaches the Annual Limit for any Insured Person in any one policy year, no further benefits shall be payable in respect of that Insured Person for the remainder of that policy year.

#### 7. Pro-Ration Factor

In the event the Insured Person is admitted to a ward higher than the Plan entitlement for treatment, the hospital medical expenses payable under the Policy will be pro-rated by using the percentages stated below subject to the limits stated in the Schedule of Benefits:

| Ward Type                          | Pro-ration Percentage |
|------------------------------------|-----------------------|
| A1 Class in Restructured Hospitals | 55%                   |
| A2 Class in Restructured Hospitals | 65%                   |
| B1 Class in Restructured Hospitals | 85%                   |

In the event the Insured Person is admitted in a lower class of ward, We shall only reimburse the charges incurred in accordance to the class of ward that the Insured Person was actually in.

#### 8. Misstatement or Fraud

We shall have no liability to pay any benefit under this Policy if you or any Insured Person:

- (a) fail to fully and truthfully disclose to Us all material information known (or which could reasonably be expected to know) before inception of this Policy and upon each renewal:
- (b) fail to properly observe and fulfil the terms and conditions of this Policy;
- (c) make any untrue statement:
- (d) omit, suppress or incorrectly state any material information affecting the risk;
- (e) make any claim that is fraudulent or exaggerated, or make any false declaration or statement in support of a claim.

#### 9. Policy Renewal

This policy is renewable at our option, subject to underwriting requirements being fulfilled and at the premium rates determined at that time by Us. Where at renewal a request is made to hold cover, the maximum period that cover can be held will be 14 days. If at the end of this period the Policy is cancelled or lapses for any reason whatsoever, You must pay Us a premium for the number of days the cover was held which will be calculated prorata on the renewal premium.

#### 10. Changes in Circumstances

You shall give Us immediate written notice of any changes in the country of residence, occupation, pursuits or health of any Insured Person, which is likely to result in a material increase in hazard to Us and shall pay any additional premiums that may be required by Us.

Failure to do so shall entitle Us, in the event of a claim, to repudiate such a claim or at Our discretion, adjust the benefits payable.

#### 11. Prohibited Person 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.

# 12. Premium Payment Warranty

- 1) Despite anything in this Policy but subject to clause 13(2) of this Policy, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the Effective Date of the Policy, Renewal Certificate or Cover Note, or effective date of the Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
- 2) In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
  - (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
  - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
- 3) If the period of Insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of Insurance.

#### 13. Automatic Termination

Insurance under this Policy in respect of each Insured Person shall automatically terminate on the earliest happening of the following events:

- (a) on the date this group policy is terminated; or
- (b) upon the death of such Insured Person; or
- (c) on the date of termination of employment of the employee; or
- (d) on the date in which the employee is retired or pensioned; or
- (e) the Insured Person no longer meets the eligibility requirements; or
- (f) non-payment of premium by the Insured after premium due date.

# 14. Cancellation / Termination of Cover

You have the right to cancel this Policy or to terminate cover for any Insured Person at any time by giving us 30 days' written notice prior to the expiry date. We shall advise You of the effective date of termination of this Policy and no refunds will be made.

No refund will be made for termination on any Insured Person who has made a claim during the policy period.

We have the right to cancel this Policy or any section or part of it by giving You 30 days' written notice and upon cancellation, You will be granted a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance.

#### 15. Claims Procedures

Written notice of claim must be provided to Us within 30 days after the occurrence of any event which may give rise to a claim under this Policy.

All claims shall be made on our prescribed form and submitted to Us together with all original documentation, itemised bills, receipts, prescriptions and diagnosis.

We shall have the right and the opportunity through Our Physicians to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. We shall bear the expenses incurred in such examinations, unless the claim is proven to be invalid, in which case We shall be entitled to recover all the expenses so incurred from You. In the course of claims investigation and where required, We may request for a medical report from the attending Physician. Any expenses incurred for such medical report shall be borne by You or the Insured Person.

If the Insured Person fails to cooperate with Us in Our admission of the claim, We may at Our discretion, terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable.

#### 16. Payment of Benefits

Any benefits payable under this Policy shall be paid to You or the Insured Person. Your receipt, or the Insured Person's receipt, of any benefit payable under this Policy shall in all cases be deemed final and complete discharge of all Our liability.

#### 17. Other Insurances and Third Party Liability

If at the time of claim the Insured Person shall hold other medical insurance which makes provision for payment of medical expenses, You shall advise Us of the details of such other insurance and We shall be liable only for the balance of the amount recoverable from such other insurance.

In the event of any claim or right of action against any third party arising from a claim paid under this policy, You must notify Us in writing immediately of all developments and take all steps that We may reasonably require to include all benefits claimed for under this policy in any claims against the third party with the objective of recovering the claim paid.

#### 18. Legal / Beneficial Owner

We shall treat You as the absolute legal and beneficial owner of this Policy and shall not be bound to recognise any equitable or other claim interest in this Policy.

# 19. Governing Law

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

#### 20. Currency

All claim payments shall be made in Singapore dollars and no interest will be added to any amount of benefit payable under this policy. Charges incurred in another currency shall be payable in Singapore dollars on the basis of the quoted exchange rate in effect on the date such claim is to be paid.

#### 21. Interest

No sum payable by Us under this Policy shall carry interest.

#### 22. Rights Of Third Parties

A person or any entity who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

#### 23. Non-Assignment

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

# 24. Legal Proceedings

No action at law or in equity shall be brought under this Policy against Us prior to the expiration of 60 days after the proof of claim has been filed in accordance with the requirements of this policy nor shall such action be brought at all unless it is brought within 2 years from the expiration of the period within which proof of claim is required under this Policy. If We shall disclaim liability for any claim under this Policy and no action has within 12 calendar months from the date of such disclaimer been commenced against Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

#### 25. Dispute Resolution / Mediation / Arbitration

All disputes arising out of this Policy may be submitted to the Financial Industry Dispute Resolution Centre (FIDReC) or the Singapore Mediation Centre (SMC) for settlement in accordance with dispute resolution or mediation procedure for the time being in force, if the parties so agree. The parties agree to take part in the dispute resolution / mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to FIDReC or SMC for resolution, or if the FIDReC or SMC fails to resolve the dispute, the dispute has to be referred to one (1) arbitration. Arbitration shall be conducted in accordance with the arbitration rules of the Singapore International Arbitration Centre. The seat of arbitration shall be Singapore and the language of arbitration shall be English.

#### 26. Subrogation

You and/or the Insured Person hereby agrees that We have the right to proceed at Your expense in You and/or the Insured Person name's against any third parties who may be responsible for an occurrence of an event giving rise to a claim under this Policy.

#### 27. Clerical Error

If a clerical error or other mistake occurs, that error will not deprive You of benefits under the Policy nor will it create a right to benefits. If You make a clerical error (including but not limited to, sending Us inaccurate information regarding addition or termination of coverage under the Policy), We shall not make any retroactive adjustments beyond a 60-day period.

#### 28. Form of Notices

All notices and communication required under this Policy shall be given in writing to the other party at their respective addresses or such addresses as may be advised in writing and shall be made by hand, prepaid post, registered mail or email.

The date of receipt of notices and communication will be deemed:

- (a) if given personally by hand, then on the date of receipt;
- (b) if sent by prepaid post, then on the date of sending out;
- (c) if sent by registered mail then 2 days after date of posting;
- (d) if sent by email, then on the same day it was transmitted.

#### **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.

This hospital and surgical plan meets the Ministry of Manpower's minimum requirements for S Pass and Work Permit holders.

# **POLICY OWNER'S 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 websites (www.gia.org.sg or www.sdic.org.sg).

#### **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.