

## **ePROTECT *maid***

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

**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"), the Company will indemnify the Insured as per the Terms stated in the various sections of this Policy.

**PROVIDED ALWAYS THAT** the due observance and fulfillment 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 the Company to make any settlement under this Policy.

### **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 or Bond 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 violent, Accidental, 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 by an Insured from an Accident.

**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 effective date on the Schedule.

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

**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.

**Insured** means the employer who contracted the insurance with the Company. **Insured Person** means the Foreign Domestic Helper as specified in the Policy Schedule.

**Loss** means total, permanent and irrecoverable loss of use which could be caused by physical severance.

**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. However, We reserve the right to seek a second opinion; 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.

**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 licence and training. This cannot be You, your family member or travelling companion, partner, business partner, employer, employee or agent.

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

- a) You 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.

**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, 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, 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 Singapore registered Medical Practitioner.

**You/Your/Insured** means the Insured named in the Schedule.

**Us/We/Our** means **Etiqa Insurance Pte. Ltd.** (201331905K).

**SUMMARISED TABLE OF BENEFITS**

Section	Benefits	Sum Insured (\$\$)		
		Plan A	Plan B	Plan C
1	Letter of Guarantee to the Ministry of Manpower Singapore	\$5,000	\$5,000	\$5,000
2	Personal Accident			
	a. Accidental Death	\$60,000	\$60,000	\$60,000
	b. Permanent Disablement	\$60,000	\$60,000	\$60,000
	c. Medical Expenses	\$1,000	\$2,000	\$2,500
3	Repatriation Expenses	\$10,000	\$10,000	\$10,000
4	Hospitalisation & Surgical Expenses (annual limit for in-patient expenses including day surgery)	\$15,000 Per Year	\$15,000 Per Year	\$15,000 Per Year
5	Wages & Levy Reimbursement (max. 30 days of Hospitalisation)	Up to \$30 per day	Up to \$30 per day	Up to \$30 per day
6	Recuperation Expenses			
	a. Recuperation Benefit (max. 30 days of Hospitalisation)	Up to \$10 per day	Up to \$15 per day	Up to \$20 per day
	b. Temporary Help Benefit (max. 30 days of Hospitalisation)	Up to \$10 per day	Up to \$15 per day	Up to \$20 per day
7	Termination / Re-Hiring Expenses	\$250	\$300	\$350
8	Domestic Helper's Liability	\$5,000	\$7,500	\$10,000
9	Special Grant	\$500	\$1,000	\$2,000
<b>Optional Cover (Applicable only when taken up and shown in the Schedule)</b>				
No.	Benefits	Sum Insured (\$\$)		
		26 months	14 months	
10	Letter of Guarantee to the Philippine Overseas Labour Office in Singapore	\$7,000	\$7,000	
11	Reimbursement of indemnity paid to insurer	\$5,000 (excess of \$250)	\$5,000 (excess of \$250)	

**SECTION 1: LETTER OF GUARANTEE TO THE MINISTRY OF MANPOWER SINGAPORE**

The Company 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, the Company will pay to the Insured Person or his legal representatives compensation as set out in the Table of Benefits should the Insured Person sustain Bodily Injury caused by 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 the Company 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 the Company.
5. Where the injury is not specified above, the compensation shall be assessed in proportion to the Table 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.

**BENEFITS**

Benefit (a) - Accidental Death

Benefit (b) - Permanent Disablement (as per Table of Benefits below)

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

TABLE OF BENEFITS

<u>DESCRIPTION OF DISABLEMENT / EXPENSES</u>		<u>THE COMPENSATION</u>
a)	ACCIDENTAL DEATH	<u>THE SUM INSURED</u>
b)	PERMANENT DISABLEMENT resulting from :	<b>PERCENTAGE OF COMPENSATION ON SUM INSURED</b>
	Loss of two limbs	100%
	Loss of both hands or of all fingers and both thumbs	100%
	Total Loss of sight of one eye or both eyes	100%
	Total paralysis	100%
	Injuries resulting in being permanently bedridden	100%
	Any other injury causing permanent total disablement	100%
	Loss of one arm between or at shoulder to wrist	100%
	Loss of one leg between or at hip to ankle	100%
	Loss of sight of eye except perception of light	50%
	Loss of lens of eye	50%
	Loss of four fingers and thumb of one hand	50%
	Loss of four fingers	40%
	Loss of thumb	25%
	both phalanges	10%
	One phalanx	10%
	Loss of index finger	5%
	three phalanges	4%
	two phalanges	10%
	one phalanx	7%
	Loss of middle finger	3%
	three phalanges	10%
	two phalanges	7%
	one phalanx	3%
	Loss of ring finger	10%
	three phalanges	7%
	two phalanges	3%
	one phalanx	10%
	Loss of little finger	7%
	three phalanges	3%
	two phalanges	2%
	one phalanx	3%
	Loss of metacarpals	3%
	first or second (additional)	2%
	third, fourth or fifth (additional)	15%
	Loss of toes	5%
	all	2%
	great, both phalanges	1%
	great, one phalanx	75%
	other than great, if more than one toe lost, each	20%
	Loss of hearing	50%
	both ears	
	one ear	
c)	MEDICAL EXPENSES	UP TO THE LIMIT STATED IN THE SCHEDULE FOR ANY ONE ACCIDENT

### SECTION 3: REPATRIATION EXPENSES

The Company 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 registered medical practitioner to be medically unfit to perform her duties as a 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. The Company shall not be liable for more than one payment up to an amount as specified in the Schedule during the Period of Insurance.
3. The Company will not pay for any sum in excess of Singapore Dollar Three Thousand Only (S\$3,000.00) in respect of suicide which results in death or total Permanent Disablement.

### SECTION 4: HOSPITALISATION & SURGICAL EXPENSES

The Company 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.

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.

#### 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 registered 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 as defined in Section 1 above.
6. cosmetic or plastic surgery other than therapeutic surgery considered as essential by a Singapore registered Medical Practitioner to remedy a malfunction.

### SECTION 5: WAGES & LEVY REIMBURSEMENT

Subject to the Terms of this section, the Company will, reimburse the Insured the pro rata wages and Foreign Worker Levy imposed on foreign domestic helpers 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 illness or Accident, the expenses of which are insured and payable under Section 2 or 4 of this Policy.

Provided always that the Company 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 EXPENSES

#### a) Recuperation Expenses

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

#### b) Temporary Help Benefit

In the event that the Insured Person is hospitalised due to injury or illness, we will pay the Insured a daily Benefit during the hospitalisation period of up to 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 7: TERMINATION / RE-HIRING EXPENSES

The Company 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 said 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 the Company for all such expenses and that the replacement helper be employed within thirty (30) days of the death or repatriation of the said Insured Person.

## SECTION 8: DOMESTIC HELPER'S LIABILITY

The Company 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 8

The Company 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 domestic helper.
5. Liability directly or indirectly occasioned by or through or in consequence of earthquake, flood, typhoon, hurricane volcanic eruption of other convulsion of nature.

## SECTION 9: SPECIAL GRANT

The Company 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 10: LETTER OF GUARANTEE TO THE PHILIPPINE OVERSEAS LABOUR OFFICE IN SINGAPORE

The Company will provide a Letter of Guarantee to The Philippine Overseas Labour Office in Singapore in lieu of the cash deposit required as security. General Exceptions and General Conditions under this Policy shall not apply to this Section.

### **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 11: REIMBURSEMENT OF INDEMNITY PAID TO INSURER

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 11

The Company 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 11 - 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.

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

**GENERAL EXCEPTIONS (APPLICABLE TO ALL SECTIONS EXCEPT SECTIONS 1, 10 & 11)**

The Company will not pay for:

1. any actions brought in the courts of Law of any territory outside Singapore;
2. loss, damage, injury by Accident or disease directly or indirectly occasioned by or happening through or in consequence of
  - a) war invasion act of foreign enemy hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;
  - b) mutiny, strike, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
  - c) earthquake, volcanic eruption, flood, avalanche or tempest;
  - d) any wilful act or gross negligence of the Insured/Insured Person or of his/her representatives; or
  - e) any act of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to influencing of it by terrorism or violence.
3. any loss, damage, injury or liability directly or indirectly caused by or arising from or consequence of or contributed to by
  - a) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission; or
  - b) nuclear weapons material.
4. consequential loss or damage of any kind whatsoever;
5. any expenses or compensation for treatment or service incurred as a direct or indirect result of Pre-existing Illness. This exception, however, shall not apply if the Insured Person is continually covered under another insurance policy with any insurance company for the preceding twelve (12) months;
6. any expenses incurred as a result of illness contracted or which manifests itself during the first thirty (30) days from the start date of this Policy or from the date of arrival of the Insured Person whichever is the later unless the Insured and the Insured Person have been continuously insured by the Company for not less than the preceding twelve (12) months;
7. any expenses or compensation for ongoing/continual treatment or service incurred as a direct or indirect result of Pre-existing Conditions/illnesses where the limits under the original Plan/Policy limit have been fully utilized;
8. any condition which is or results from intoxication by alcohol or drugs not prescribed by a Medical Practitioner;
9. any treatment or surgical operation for Congenital Conditions;
10. any mental and nervous disorders, including but not limited to insanity;
11. any condition which is or results from a complication of venereal disease;
12. any pre-existing physical defect or infirmity, pregnancy, childbirth, abortion, miscarriage or any complication thereof;
13. any wilful or intentional acts of the Insured, suicide pacts or agreements or complications of suicide or attempted suicide, provoked homicide or assault or self-inflicted injury;
14. any condition, which is or results from or a complication of infection with Human Immunodeficiency Virus ('HIV'), any variance including Acquired Immune Deficiency Syndrome ('AIDS'), and AIDS Related Complications ('ARC'), or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC;
15. any condition sustained whilst engaging in flying or other aerial activities other than in a fully licensed passenger carrying power driven aircraft as a passenger but not:
  - a) as a member of the crew; or
  - b) for the purpose of any trade or technical operation in or on the aircraft.
16. the Insured Person taking part in naval, military, air force, police force, fire service department or any armed forces operation or any armed occupation;
17. the Insured Person engaging in diving, mining, logging, sawmilling, wood working, underground works, explosive making or handling or custodians or blasters, gas manufacturing or whilst on duty as a ship crew or fisherman;
18. the Insured Person engaging in training or practising for or taking part in;
  - a) any underwater activities involving the use of underwater breathing apparatus or scuba diving;
  - b) climbing or mountaineering necessitating the use of ropes or guides, mountain or off road biking, skateboarding or roller skating;
  - c) pot-holing, hiking/trekking in remote areas unless with licensed guides;
  - d) parachuting, hang-gliding, bungee jumping or any diving activities;
  - e) winter sports (excluding curling and skating), hunting, polo-playing, steeple-chasing, water-skiing, or any racing activities other than on foot;
  - f) martial arts; or
  - g) professional sports of any kind.
19. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - a) asbestos, or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
20. an Insured Person who has attained the age of 55 years old; or
21. the Insured and/or Insured Person for Bodily Injury to the Insured Person and/or expenses directly or indirectly consequent upon any unlawful act of the Insured Person or wilful exposure to danger (other than in an attempt to save human life) or suicide or attempted suicide or intentional self injury or any attempt thereat while sane or insane or caused directly by a deliberate act of the Insured and/or the Insured's immediate family member residing with the Insured.

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.

**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**

The liability of the Company 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) The Company may at any time cancel this Policy by giving seven 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 SECTION 2 – BENEFITS (a) & (b) )**

No person shall be covered under more than one such identical personal accident Policy issued by Etiqa Insurance Pte. Ltd. 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 the Company.

**COUNTER INDEMNITY**

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

In consideration of the Company 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
- b) a Letter of Guarantee issued under Section 11 for the sum of Singapore Dollar Two Thousand (S\$2,000) or Seven Thousand (S\$7,000) whichever is applicable in favour of The Philippines Overseas Labour Office in Singapore as Guarantee for the due and satisfactory observance of all the conditions under the Standard Employment Contract for Filipino workers in Singapore

in connection with the employment of the Insured Person for the Period of Insurance stated in the Policy, the Insured agrees:

1. to indemnify the Company 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 the Company or incurred or become payable by the Company 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 11 - REIMBURSEMENT OF INDEMNITY 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 the Company 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 the Company has absolute discretion to compromise all claim payments, demands, actions, suits, proceedings, losses and liabilities which may be taken or made against the Company under either or both Guarantees, and to accept all receipts, vouchers and other evidence of all payments made by the Company or of all liabilities or obligations incurred by the Company 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 the Company 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:

- a) 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
- b) 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:
  - i) 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
  - ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named Insured to the Company before cover incepts.

**Contract (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.

**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 the Company alleges 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.

## 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.

## DISPUTES 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 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.

## POLICY OWNER'S PROTECTION SCHEME

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 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 your insurer or visit the General Insurance Association (GIA) or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## **IMPORTANT NOTICE**

In accordance with the Insurance Act, 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.

**Etiqa Insurance Pte. Ltd.** (Company Reg. No. 201331905K)  
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