

Policy Conditions

Domestic Helper Insurance

Your policy

This is **your domestic helper** insurance **policy** and it contains details of benefits, conditions and exclusions relating to **you** and the **domestic helper** you employ. The **policy** will form the basis on which all claims will be settled. It is only valid if **you** have paid the appropriate premium in full and **we** have issued **you** with a **schedule**.

Any statement, information or declaration **you** have given on behalf of **your domestic helper**, including any declaration made over the phone, by fax, email or the internet at the time of application, will form the basis of the contract.

The **schedule** and any further endorsements are all part of the **policy**.

Please keep this document in case **you** need to refer to it.

Who is eligible?

This **policy** is only available to **you** if **you**:

- are living in Singapore;
- employ a **domestic helper** and she will be holding a valid work permit issued by Singapore's Ministry of Manpower (MOM); and
- have fully paid **your** premium.

Things to remember

- **You** must reveal all facts **you** know or ought to know which may affect the insurance cover being applied for. Otherwise, **your policy** may not be valid.
- **We** do not pay claims arising from **pre-existing medical conditions** during **your domestic helper's** first year of stay in Singapore.
- **You** must not be an undischarged bankrupt at the time of making **your** application.

Definitions

Accident or **accidental** means a sudden, unforeseen and unexpected event that result in death or permanent disability of **your domestic helper** which happens during the **period of insurance** and which must be the only cause of **injury**.

Act of terrorism means any act or threat of force or violence or a combination of both by any person, groups or organisation acting alone or in connection with any person, groups or organisation(s) or government committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear. Robberies or other criminal acts mainly committed for personal gain and acts arising mainly as a result of personal relationships will not be considered as an **act of terrorism**.

Act of terrorism also includes any act which is confirmed by the relevant government as an act of terrorism. Using nuclear, chemical or biological substances or weapons as a means of force or violence will also be considered an **act of terrorism**.

Aggravated damages means extra damages which are awarded to compensate a person making a claim because they have suffered hurt feelings or loss of dignity as the result of the way in which the person responsible for the claim behaved.

Basic limit means the annual minimum coverage of the medical insurance that employers are required to buy and maintain for inpatient care and day surgery for the **domestic helper** as prescribed by the Singapore Ministry of Manpower at the start of **your policy**.

Change of hospital and surgical expenses benefit limit means the increase or decrease of the **hospital** and surgical benefit limit under **your policy**. The increased or decreased **hospital** and surgical benefit limit shall not be lower than the **basic limit**.

Chinese medicine practitioner means a legally licensed herbalist, acupuncturist or bone-setter who is registered and can practise within the scope of their licence under the laws of the country. This cannot be **you, your family member, partner, business partner, employer, employee or agent**.

Chiropractor means a legally licensed practitioner in chiropractic medicine who is registered and can practise within the scope of their licence under the laws of the country. This cannot be **you, your family member, partner, business partner, employer, employee or agent**.

Dental treatment means treatment needed to restore sound and natural teeth and which is necessary because of an **accident**.

Domestic helper means the insured person named in the **policy** and who **you** employ as a foreign domestic worker and who holds a valid work permit issued by Singapore's Ministry of Manpower.

Emergency means an unexpected event which affects the **domestic helper's** health and she needs immediate medical treatment to prevent death or serious immediate or long-term health problems. This must be confirmed by a **medical practitioner**.

Exemplary damages means extra damages awarded to make an example of the person who was responsible for the claim so that it will put off other people from doing the same.

Excess means the amount which **you** must pay when a claim is made.

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

General practitioner means any person registered and legally qualified by a medical degree in western medicine and authorised by the medical licensing authority of that country to provide general medical care. This should cover a variety of medical problems in patients of all ages. This often includes referring patients to an appropriate **specialist**. This person should not be **you**, **your family member**, partner, business partner, employer, employee or agent.

Home country means any country of which **your domestic helper** is a citizen.

Hospital means an establishment which is registered under the national laws and regulations which apply to care for and treat sick and injured people as bed-paying patients and which:

- has organised facilities for diagnosis, treatment and major surgery;
- provides nursing services by registered nurses 24 hours a day;
- is under the supervision of one or more **medical practitioners**; and
- is not mainly a clinic, a secure place to care for alcoholics or drug addicts, a nursing or rest or convalescent home or a home for the elderly or similar establishment.

Injury means damage or harm caused to the body during the **period of insurance** and which is caused only by an **accident**.

Losing means permanent and total loss of use or loss by having part of the body (as listed in the scale of compensation table) cut or torn off, as certified by **our medical practitioner**.

Losing hearing means permanent and total loss of hearing, as confirmed by **our medical practitioner**.

Losing a limb means permanent and total loss of use or by having a hand cut or torn off at or above the wrist or a foot at or above the ankle, as confirmed by **our medical practitioner**.

Losing sight means permanent and total loss of use of an eye which means **your domestic helper** is absolutely blind in that eye and which is beyond cure either by surgical or other treatment. This must be confirmed by **our medical practitioner**.

Losing speech means permanent and total loss of the ability to speak and which is beyond cure either by surgical or other treatment, as confirmed by **our medical practitioner**.

Medical practitioner means any person registered and legally qualified as a doctor 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. The **medical practitioner** cannot be **you**, **your family member**, partner, business partner, employer, employee or agent.

Overseas means any country outside Singapore.

Period of insurance means the period of cover as shown in the **schedule**.

Permanent disability or **permanently disabled** means suffering from one of the items of disability listed in the scale of compensation table in this **policy**, and which was caused only by an **accident**, as long as:

- the disability lasts for 12 months in a row from the date of the **accident**; and
- **our medical practitioner** confirms that it is not going to improve after 12 months.

Permanent total disability means disability caused only by an **accident** that:

- stops **your domestic helper** from working in any job for a salary or wage or stops her from carrying out any business whatsoever;
- lasts for 12 months in a row from the date of the **accident**; and
- **our medical practitioner** confirms is not going to improve after 12 months.

Policy means this document, including any information provided or declaration made by **you** for and on behalf of **your domestic helper**, the **schedule** and any

endorsement **we** have issued under this **policy**.

Policyholder means **you** as **you** are named as **your domestic helper's** employer in the work permit.

Pre-existing medical condition means any injury or sickness, including any complications which may arise:

- a which **you** or **your domestic helper** knew or should reasonably know about, including symptoms which existed, before the start of the **policy**, or if there is a **change of hospital and surgical expenses benefit limit**, before the **change of hospital and surgical expenses benefit limit**;
- b which **your domestic helper** has received diagnosis, consultation, medical treatment or prescribed drugs for in the 12 months, before the start of the **policy**, or if there is a **change of hospital and surgical expenses benefit limit**, before the **change of hospital and surgical expenses benefit limit**; or
- c for which **your domestic helper** has been asked to get medical treatment or medical advice by a **medical practitioner** within 12 months, before the start of the **policy**, or if there is a **change of hospital and surgical expenses benefit limit**, before the **change of hospital and surgical expenses benefit limit**.

Punitive damages means extra damages which are awarded to punish the person responsible for the claim because of their behaviour.

Schedule means the document which proves that **you** have the insurance cover. It will list, among other things, details of **you** and **your domestic helper**, the benefits, the sum insured and the **period of insurance** covered under this **policy**.

Serious injury or **serious sickness** means long-term suffering of an **injury** or **sickness** which means **your domestic helper** will be unable to carry out her work as a foreign domestic worker during the **period of insurance**.

Sickness means worsening physical health not caused by an **accident**, for which **your domestic helper** needs the care or treatment of a **medical practitioner** during the **period of insurance**.

Specialist means a **medical practitioner** who has the necessary qualifications and expertise to practise as a recognised **specialist** of diagnostic techniques, treatment and prevention, in a particular field of medicine like psychiatry, neurology, paediatrics, endocrinology, obstetrics, gynaecology, orthopaedic, optometry and dermatology.

Restructured hospital means public, government **hospitals** in Singapore that are wholly owned by the government.

We, our, us, and NTUC Income means NTUC Income Insurance Co-operative Limited.

You, your and **yours** means the **policyholder** referred to in the **schedule**.

What your policy covers

This **policy** will protect **you** or **your domestic helper** financially when a death, **injury**, **sickness**, legal liability or other specified event happens during the **period of insurance** and while **your domestic helper** is performing the customary duty of a domestic worker as per MOM's work permit guidelines.

The amount **we** will pay depends on the conditions and maximum benefit limits and sub-limits as set out in the **schedule**.

Section 1 - Accidental death and permanent disability

- a If **your domestic helper** is involved in an **accident** which causes her an **injury** and this alone leads to her death or **permanent disability** within 12 months from the date of the **accident**, the accidental death and permanent disability cover will apply.
- b **We** will pay **your domestic helper**, her estate or her legal personal representative up to the maximum amount shown in section 1 of the **schedule** using the scale of compensation table as shown below.
- c **We** will reduce any compensation due for **accidental** death by any compensation which **we** have already paid **your domestic helper** under the scale of compensation within the same **policy** period for any one **accident**.
- d **We** will not pay **your domestic helper** extra compensation for any specific item which is part of a greater item due under this **policy**. For example, **we** will pay **your domestic helper** for **losing** her upper limb but **we** will not also pay her for **losing** her finger or thumb.
- e **We** will cover **your domestic helper**; starting from the date **your domestic helper** arrives in Singapore directly for **your** employment or from the date her new work permit is effective for the purpose of her employment with **you** when **your domestic helper** is transferred to **your** employment, to the date she leaves Singapore upon completion of her employment with **you**, or in the case where **your domestic helper** is changing to a new employer to the date her new work permit is effective for purpose of her employment with her subsequent employer.

Scale of compensation

Item	Description of disability	Percentage of sum insured as shown under section 1 in the schedule
a	Accidental death	100%
b	Permanent total disability	100%
c	Losing sight of both eyes	100%
d	Losing two limbs	100%
e	Losing sight of one eye, except perception of light	50%
f	Losing one limb	50%
g	Losing speech	50%
h	Losing hearing in both ears	50%
i	Losing four fingers and thumb of one hand	50%
j	Losing four fingers of one hand	40%
k	Losing hearing in one ear	20%
l	Losing a thumb - 2 phalanges - 1 phalanx	25% 10%
m	Losing one index finger - 3 phalanges - 2 phalanges - 1 phalanx	15% 10% 5%
n	Losing any one other finger - 3 phalanges - 2 phalanges - 1 phalanx	10% 7% 3%
o	Losing metacarpals - first or second - third, fourth or fifth	3% 2%
p	Losing all toes of one foot	15%
q	Losing a great toe - 2 phalanges - 1 phalanx	5% 3%
r	Losing any one other toe	3%

If **your domestic helper** suffers a **permanent disability** which is not mentioned above, **we** will, after consulting **our medical practitioner**, pay a percentage of the sum insured which is consistent with the scale mentioned above. **We** will not pay any benefit for losing sense of taste or smell.

The total of all percentages of the sum insured due under this section will not be more than 100% during any one **policy** period.

What we do not pay under section 1

Besides the general exclusions listed in part 3 of the general conditions, **we** will also not pay under Section 1 if:

- 1 the **permanent disability** or death is caused directly or indirectly by **sickness**. For example, **we** will not pay a claim if **your domestic helper** dies from a heart attack or a stroke.
- 2 the **permanent disability** or death is caused directly or indirectly by any physical disability which existed before the start of the **policy**.

Section 2 - Outpatient medical expenses due to injury

- a If **your domestic helper** suffers an **injury** and needs outpatient medical treatment, **we** will pay for the necessary and reasonable costs of outpatient medical expenses recommended or asked for by a **medical practitioner** for **your domestic helper** to be treated. This applies up to 12 months from the date of the **accident** for each **accident** or up to the limit shown in the **schedule**, whichever comes first.
- b **We** will also pay for the reasonable and necessary expenses for treatment by a **Chinese medicine practitioner** or **chiropractor** within 12 months from the date of the **accident**, up to \$100 for each **accident**.
- c The most **we** will pay is shown in the **schedule**.
- d So that **we** can pay the claim, **you** must provide a written report of **your domestic helper's** medical condition from the **medical practitioner** together with original medical bills and receipts. **You** will have to pay any costs involved in providing this report.

What we do not pay under section 2

Besides the general exclusions listed in part 3 of the general conditions, **we** will also not pay under Section 2 if:

- 1 **your domestic helper** travels **overseas** for the purpose of getting medical treatment.
- 2 the claim is made as a result of **you** or **your family member's** wilful, criminal or negligent act.

Section 3 - Domestic helper's personal liability

We will pay the benefits shown below if, during the **period of insurance**, **your domestic helper** is legally responsible for accidentally:

- a injuring someone; or
- b damaging or causing loss to someone else's property while performing her duties as a foreign domestic helper in Singapore.

We will pay:

- a the legal costs and expenses for representing or defending **your domestic helper**; or
- b the amount awarded against **your domestic helper** by the court in Singapore, up to the maximum amount as shown in the relevant section of the **schedule**.

What we do not pay under section 3

Besides the general exclusions listed in part 3 of the general conditions, **we** will also not pay under section 3 for the following, or for loss or liability directly or indirectly caused by the following.

- 1 Any claim due to **you** or **your domestic helper's** deliberate, malicious, unlawful or criminal act or failure to act.
- 2 Any claim for loss of or damage to property which **you** or a **family member** own, are in charge of or under **your** or **their** control.
- 3 Expenses for legal services which **we** have not agreed to beforehand.
- 4 Any legal responsibility that comes from an **injury** or loss or damage to property that **you** or **your family member** owns, cares for or controls.
- 5 Any legal responsibility, **injury**, loss or damage which applies to **your family member** or member of **your** household.
- 6 Any legal responsibility that results from **you** owning or **your domestic helper** using weaponry, vehicles, aircraft or watercraft.
- 7 Any legal responsibility that results from the animals **you** own or which are under **your** care or custody.
- 8 Any court judgment which is not in the first instance delivered by a court within Singapore.
- 9 Any court judgment which **your domestic helper** is appealing or is being appealed on her behalf.
- 10 Any legal responsibility that results from **your domestic helper** passing on disease to others.
- 11 Any legal responsibility that results from **your domestic helper's** abuse of controlled drugs.
- 12 Any legal responsibility that results when **your domestic helper** is under the influence of alcohol or drugs or solvents.
- 13 Any legal responsibility that is caused by **your domestic helper's** involvement with polluting or harming the environment.
- 14 Any claim for **punitive, aggravated** or **exemplary**

damages.

- 15 **Your** liability which applies under an agreement which would not apply if the agreement did not exist.

Section 4 - Special grant due to death

If **your domestic helper** dies (including committing suicide), **we** will pay a special grant to her estate or legal representative, up to the limit shown in the relevant section of the **schedule**. So that **we** can pay the claim, **you** must provide **your domestic helper's** death certificate. **You** will have to pay any costs for doing so.

Section 5 - Expenses if you have to stop employing your domestic helper

We will pay for the expenses which **you** have to pay when **you** stop employing **your domestic helper** because she is suffering from a **serious sickness** or **serious injury**. So that **we** can pay the claim, **you** must provide proper confirmation from a **medical practitioner**. **You** will have to pay the costs involved in doing this.

What we do not pay under section 5

Besides the general exclusions listed in part 3 of the general conditions, **we** will also not pay under Section 5 if:

- 1 the claim is made as a result of **you** or **your family member's** wilful, criminal or negligent act.

Section 6 - Wages compensation

- a **We** will pay **you your domestic helper's** wages (including government levy on foreign domestic workers) for the period when they are in **hospital** (including hospitalisation leave granted by a **medical practitioner**) if **you** have not had domestic services carried out because **your domestic helper** is in **hospital**.
- b So that **we** can pay this benefit, **you** must be eligible to claim under section 7 - Hospital and surgical expenses.
- c **We** will pay up to the maximum amount as shown in the relevant section of the **schedule**, up to a period of 30 days.

What we do not pay under section 6

Besides the general exclusions listed in part 3 of the general conditions, **we** will also not pay under Section 6 if:

- 1 the claim is made as a result of **you** or **your family member's** wilful, criminal or negligent act.

Section 7 - Hospital and surgical expenses

- a If **your domestic helper** suffers an **injury** or **sickness** and needs to stay in **hospital** while in Singapore or needs to go into hospital as an **emergency** while she is **overseas**, **we** will pay for the necessary and reasonable **hospital** and surgical expenses (including day surgery) which she incurs during the **period of insurance**, recommended or asked for by a **medical practitioner** for **your domestic helper** to be treated in a **hospital**, up to the limit shown in the **schedule**.
- b The **hospital** and surgical expenses will include the following.
 - 1 Room and board charges (including in an intensive care unit (ICU)).
 - 2 The necessary and reasonable costs of medical treatment by a **specialist**, only if **specialist** medical treatment is considered necessary and has been referred by a **general practitioner** (apart from **dental treatment**).
 - 3 Other **hospital** services, which include:
 - using an operating room;
 - drugs and medicine prescribed by a **medical practitioner** while **your domestic helper** is in the **hospital** as an inpatient;
 - dressings, ordinary splints and plaster casts;
 - laboratory examinations which are medically necessary;
 - electrocardiograms;
 - basal metabolism tests;
 - physical therapy;
 - anaesthesia and oxygen;
 - X-ray examinations;
 - intravenous drugs and liquids; and
 - giving blood plasma, but not the cost of the blood plasma itself.
 - any other costs certified as necessary by a registered **medical practitioner**.
 - 4 Fees for surgery or day surgery performed by a **medical practitioner**.
 - 5 Pre-hospitalisation treatment within 90 days before being admitted as an inpatient or day surgery which is recommended by a **medical practitioner** to treat an **injury** or a **sickness**, only if **we** pay the hospitalisation claim under

the **policy**. **We** will only pay for pre-hospitalisation treatment occurring during the **period of insurance**.

6 Post-hospitalisation treatment within 90 days after **your domestic helper** leaves **hospital** for follow-ups as an outpatient for the same **injury** or **sickness** which **your domestic helper** was in **hospital** for. **We** will only pay for post-hospitalisation treatment occurring during the **period of insurance**.

c So that **we** can pay the claim, **you** must provide a written report of **your domestic helper's** medical condition from the **medical practitioner** together with original medical bills and receipts. **You** will have to pay any costs involved in providing this report.

d **Your domestic helper** can stay in a Singapore public **hospital** in a standard class-C ward, or class-B2 ward if the class-C ward is not available. If **your domestic helper** is admitted to a ward better than class C or B2, **we** will apply the relevant 'pro ration factor' table shown below in section 7(h) to the **hospital** and surgical expenses being claimed. This means that **we** will reduce the benefits **we** will pay by multiplying the relevant pro ration factor against the expenses being claimed.

e **We** may provide a letter of guarantee if **your domestic helper** is hospitalized in a **restructured hospital** in Singapore. If **we** provide a hospital guarantee to the **restructured hospital**, **we** will pay the **hospital and surgical expenses** directly to the **restructured hospital**; up to the limit stated in the **schedule** and subject to the **policy** terms and conditions. **You** will only be responsible for the amount that is not covered by the **policy**.

f For day surgery performed in a Singapore private **hospital** or in any **hospital** outside Singapore, **we** will also apply the relevant 'pro ration factor' table shown below in section 7(h) to the day surgery fees being claimed. This means that **we** will reduce the benefits **we** will pay by multiplying the relevant pro ration factor against the expenses being claimed.

g For **emergency** hospitalisation outside Singapore, **we** will apply the relevant pro ration factor table shown below in section 7(h) to the **hospital** and surgical expenses being claimed. This means **we** will reduce the benefits **we** will pay by multiplying the relevant pro ration factor against the expenses being claimed.

h Pro ration factor table

Type of hospital	Type of Ward	Percentage (%)	
		For inpatient	For day surgery
Singapore private hospital	All	40%	40%
Any hospital outside Singapore	All	50%	50%
Public hospital in Singapore	A1	50%	Not applicable
	A2	60%	
	B1	70%	

i If there is a **change of hospital and surgical expenses benefit limit** and **your domestic helper** had been working as a foreign domestic worker in Singapore for more than 12 months in a row:

1 **We** will pay under this section 7 for **hospital** and surgical expenses which **your domestic helper** incurs during the **period of insurance** up to the limit shown in the **schedule**; or

2 If the **hospital** and surgical expenses which **your domestic helper** incurs during the **period of insurance** arises from a **pre-existing medical condition**, the following applies:

i) For **pre-existing medical condition** that first occurred before the start of **your** first domestic helper insurance policy issued by **us**, **we** will pay under this section 7 for **hospital** and surgical expenses; up to the **basic limit**.

ii) For **pre-existing medical condition** that first occurred after the start of **your** first domestic helper insurance policy issued by **us**, **we** will pay under this section 7 for **hospital** and surgical expenses; up to the **hospital** and surgical benefit limit applicable, at the time the **pre-existing medical condition** first occurred or at the time she incurs the **hospital** and surgical expenses; whichever is lower but in no event below the **basic limit**.

What we do not pay under section 7

Besides the general exclusions listed in part 3 of the general conditions, **we** will also not pay under section 7 for the following.

1 Claims for nursing care that is not provided by the **hospital** or any nursing care that is provided outside Singapore.

2 Claims for **dental treatment** as a result of tooth, gum or oral disease or from normal wearing of the teeth.

- 3 Claims for routine physical examinations, health check-ups or tests which do not form part of the treatment or diagnosis of the actual **injury** or **sickness**.
- 4 Any treatment which is not considered medically necessary by the **medical practitioner**.
- 5 Claims relating to a **pre-existing medical condition** unless, **your domestic helper** had been working as a foreign domestic worker in Singapore for more than 12 months in a row or where it is expressly provided under section 7(h)(2) - Hospital and surgical expenses, that **we** will pay.
- 6 Claims for non-emergency treatment or hospitalisation outside Singapore.
- 7 Claims due to insanity or self-inflicted injuries or conditions related to functional disorders of the mind.
- 8 Claims for rest care or care in a sanatorium, drug addiction or alcoholism, diseases which need isolation or quarantine under current laws, including any infectious diseases declared by the health authorities of Singapore or in the country that **your domestic helper** has caught the disease from or by the World Health Organisation (WHO). This does not apply to influenza A flu virus (H1N1), hand, foot and mouth disease (HFMD) and severe acute respiratory syndrome (SARS).
- 9 Claims for congenital problems.
- 10 Claims for treatment of an optional nature, for example, plastic surgery or cosmetic surgery which is not medically necessary.
- 11 Claims for non-medical personal services such as radio, telephone, television, newspapers and guests' meals and any other items which are not medically necessary.
- 12 Claims for special braces, appliances, equipment or other prosthetic devices including spectacles, walking or home aids of any kind, dialysis machine, oxygen machine, hearing aids, wheelchairs, crutches, braces, splints and lenses and any other medical-related equipment.
- 13 Conditions arising from surgical, mechanical or chemical contraceptive methods of birth control or treatments relating to infertility.
- 14 **your domestic helper** travelling **overseas** for the purpose of getting medical treatment;
- 15 Claims made as a result of **you** or **your family member's** wilful, criminal or negligent act.

Section 8 - Sending your domestic helper home

- a If **your domestic helper** suffers **permanent disability, serious sickness** or **serious injury** which prevents her from carrying out her duties as a foreign domestic worker, **we** will pay for the transport expenses (air, sea or land travel) needed to send **your domestic helper** back to her **home**

country.

- b If **your domestic helper** dies (including committing suicide), **we** will pay for the necessary expenses to bury or cremate the body and return the body or ashes to the **home country**.
- c **You** can only claim under either Section 8a or 8b for the same event but not both.
- d So that **we** can pay the claim, **you** must provide a written report of **your domestic helper's** medical condition from the **medical practitioner** together with original medical bills and receipts. **You** will have to pay any costs involved in providing this report.

What we do not pay under section 8

Besides the general exclusions listed in part 3 of the general conditions, **we** will also not pay under Section 8 if:

- 1 the claim is made as a result of **you** or **your family member's** wilful, criminal or negligent act.

Additional Services

Section 9 - Security bond to Ministry of Manpower (if applicable)

We will provide a letter of guarantee on **your** behalf to replace the sum of five thousand Singapore dollars which **you** are required to deposit with the Ministry of Manpower as a form of security for the due and satisfactory observance and performance of all conditions under the security bond in connection with the employment of **your domestic helper** for the **period of insurance** as stated in this **policy**. **We** will undertake to be the principal debtor to pay the Ministry of Manpower on demand the sum of five thousand Singapore dollars.

Special Conditions for section 9

In consideration of **us** providing the services described in sections 9, **you** agree to abide by the following conditions.

- 1 **You** agree to observe and comply with all the conditions under the Ministry of Manpower's security bond in connection with the employment of **your domestic helper** during the **period of insurance** as stated in this **policy**.
- 2 **You** will, at all times, compensate **us** against all claims, payments, demands, action suits, proceedings, losses, liabilities costs and expenses

which may be taken or made against **us** or which **we** may suffer under the issuance of the letter of guarantee.

- 3 Within 14 days of any payment **we** have made under the letter of guarantee to MOM, **you** will repay **us** any payments plus interests at a rate of 8% a year from the date **we** make the payment until the date **we** receive full payment from **you**.
- 4 **You** will pay **us** all costs, charges and expenses including legal costs **we** may suffer in enforcing or trying to get payment of all or any part of the money agreed to be paid. This includes any legal proceedings **we** may begin against **you**.
- 5 **We** may settle out of court, all claims, payments, demands, action suits, proceedings, losses and liabilities which may be taken or made against **you** under the letter of guarantee.
- 6 All receipts, vouchers, statement of account or other evidence of payments **we** have made or of all liabilities or obligations **we** have because of the letter of guarantee will be evidence against **you** and **your** estate of the amount **you** owe **us**.
- 7 This counter indemnity will continue indefinitely and **we** may decide to give **you** extra time to pay or accept other offers from **you** or make other arrangements with **you**, or extend the validity of the letter of guarantee without it affecting **your** legal responsibility under this counter indemnity.
- 8 This counter indemnity will stay in force (even when the security bond ends) until **we** have no further liability under the security bond.
- 9 Any demand **we** make can be given in writing to **you** by **our** servant, agent or employee or by **our** solicitors either serving it personally on **you** or sending it by post to **you** at **your** last known address.

prior to effective cover under this **policy**.

- 3 Any loss, claim or payment incurred by **you** after 7 days of the cancellation of the **policy**.
- 4 The **excess** amount of \$250.
- 5 Any loss, claim or payment arising out of any circumstances caused directly or indirectly by **you** and/or **your family members'** wilful, criminal or negligent act.

Optional Benefits for Additional Services

Section 10 - MOM security bond protector (if applicable)

Under this waiver of counter indemnity benefit, **we** will waive **your** liability to MOM as described in section 9 in the event the Ministry of Manpower calls on **your** security bond; provided the conditions of the security bond were not broken as a result of **your** negligence, deliberate, wilful or criminal act. **You** will need to pay the first \$250 **excess**.

What we do not pay under section 10

We will not pay under section 10 for the following, or for loss or liability directly or indirectly caused by the following.

- 1 Any breach by **you** of the conditions of the security bond imposed by the Ministry of Manpower.
- 2 Any loss, claim or payment which **you** are aware of

What you need to be aware of

1 Cover

The **policy** covers **your domestic helper** when she is living in Singapore or when she is travelling outside Singapore with **you** or when she is on home leave during the **period of insurance**.

However, **we** shall not cover **you** or **your domestic helper** or pay any benefits to **you**, **your domestic helper** or her legal representative under **this policy** if by doing so, **we** would be in violation of any written laws in Singapore or otherwise, or would expose **us** to any economic sanction.

2 Changing documents

We can change the terms and conditions of this **policy**. No change to this **policy** is valid unless **we** have approved it in writing and it is shown in an endorsement. Nobody else, such as a broker or an agent, can change or decide not to enforce any of the terms and conditions of this **policy**.

3 General exclusions

This **policy** does not cover claims for loss or liability directly or indirectly caused by or arising from:

- a** **your domestic helper** deliberately injuring herself, committing suicide (except under sections 4 and 8) or attempting suicide while sane or insane, her criminal act, provoked assault, deliberate acts or putting herself in danger (unless she is trying to save human life);
- b** the effect or influence of alcohol or drugs not prescribed by a registered **medical practitioner**;
- c** pregnancy, childbirth, abortion, miscarriage, sterilization, menopause or all complications arising from these conditions;
- d** mental problems, infirmity or insanity;
- e** sexually transmitted infections, human immunodeficiency virus (HIV) or any HIV-related illness including acquired immunity deficiency syndrome (AIDS), AIDS Related Complex (ARC) or other communicable disease; however caused;
- f** **pre-existing medical conditions** or physical problems happening before the start of the **policy** unless, **your domestic helper** had been working in Singapore as a foreign domestic helper for more than 12 months in a row or

where it is expressly provided under section 7(h)(2) - Hospital and surgical expenses, that we will pay;

- g** **your domestic helper** taking part in any hazardous activities or sports including, but not limited to, any winter sports (such as skiing or snowboarding), any underwater activities involving underwater breathing apparatus, aerial activities (such as taking a helicopter tour, paragliding), motor sports (such as motorcycle racing or motor car racing);
- h** the consequences whether direct or indirect of war, warlike operations (whether war is declared or not), civil war, mutiny, rebellion, **acts of terrorism**, revolution or any similar event;
- i** radioactivity or damage from any nuclear fuel, material or waste;
- j** strike, riot or civil commotion (unless unforeseeable);

If **we** say that, for any of the exclusions listed above, any loss, damage, cost or expense is not covered by this **policy**, **you** will have to prove otherwise. If any part of any exclusion is not valid or cannot be enforced, the other exclusions will still apply.

4 Payment before cover warranty

We (or **our** intermediary) must receive the full premium due on or before the start date of the insurance. If **we** or the intermediary do not receive the premium in full on or before the start date of the insurance, the **policy** will not be valid and **we** will not pay any benefits.

5 Paying benefits

We will pay the benefits listed in this **policy** only if **you** have:

- a** met general condition 4; and
- b** given **us** satisfactory proof of the claim

We will pay all benefits under this **policy** to **you** unless:

- a** **your domestic helper** dies or suffers **permanent disability** as described in section 1 or section 4 (if applicable), in which case **we** will pay the benefits to her, her estate or her legal personal representative whichever is applicable; or
- b** **you** or **your domestic helper** suffer a claim for personal liability as described in section 3, in which case **we** will pay the person **you** or **your domestic helper** is legally responsible to.

When **we** pay the benefits as described above, **we** will have no further legal responsibility to **you** or **your domestic helper** under this **policy** for the claim.

6 Fraud

You and **your domestic helper** must not act in a fraudulent way. **We** may take the action shown below if **you** or **your domestic helper**, or anyone acting for **you** or **your domestic helper**:

- a make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any way;
- b make a statement to support a claim knowing the statement to be false in any way;
- c send **us** a document to support a claim knowing the document to be forged or false in any way; or
- d make a claim for any loss or damage caused by **you** or **your domestic helper's** deliberate act or with **your** or **your domestic helper's** knowledge.

We may do the following.

- a **We** will not pay the claim.
- b **We** will not pay any other claim which has been or will be made under the **policy**.
- c **We** may declare the **policy** invalid.
- d **We** can recover from **you** or **your domestic helper** the amount of any claim **we** have already paid under the **policy**.
- e **We** will not refund **your** premium.
- f **We** may not allow **you** to buy other policies from **us**.
- g **We** may report **you** to the police.

7 Reasonable care

Your domestic helper and **you** must take all reasonable precautions to avoid **injury, sickness, loss or damage** and take all practical steps to reduce, as far as possible, the chances of any claims.

8 Other insurance

If at the time of any incident which results in a claim under this **policy** **you** have other insurance covering the same loss, damage, expense or liability, **we** will not pay more than **our** share. (This does not apply to section 1 – Accidental death and permanent disability and section 4 – Special grant due to accidental death).

9 Taking over a claim

We are entitled to take over any rights to defend or settle any claim and to take proceedings in **your domestic helper's** or **your** name to enforce **your domestic helper's, your** or **our** rights against any other person.

10 Claims conditions

- a **You, your domestic helper**, her legal personal representatives or any person appointed by the Comptroller of Work Passes of the Ministry of Manpower (if applicable) must tell **us** as soon as possible (and in any case within 30 days) about any **injury, sickness, incident, event, or discovery of any loss or damage** which may give rise to a claim under this **policy**.
- b If **you, your domestic helper**, her legal personal representatives or any person appointed by the Comptroller of Work Passes of the Ministry of Manpower (if applicable) can recover all or part of the medical expenses from other sources, **we** will only pay **you, your domestic helper**, her legal personal representatives or any person appointed by the Comptroller of Work Passes of the Ministry of Manpower (if applicable) the amount that cannot be recovered.
- c **We** pay all claims in Singapore dollars. If **you** or **your domestic helper** suffer a loss which is in a foreign currency, **we** will convert the amount into Singapore dollars at the exchange rate which **we** will decide on the date of the loss.

11 What you need to provide when you send us your claim

You, your domestic helper, her legal personal representatives or any person appointed by the Comptroller of Work Passes of the Ministry of Manpower (if applicable) must supply all information, reports, original invoices and receipts, proof of ownership, evidence, medical certificates, documents (such as a translation of a foreign-language document into English), confirmed by oath if necessary, that **we** may need before **we** assess the claim. **We** may refuse to refund any expense which **you, your domestic helper**, her legal personal representatives or any person appointed by the Comptroller of Work Passes of the Ministry of Manpower (if applicable) cannot provide original receipts or invoices for.

12 Cancellation and refund

We can cancel the **policy** by giving **you** seven days' notice to **your** last known address. **We** will consider that **you** have received this cancellation notice on the same day if **we** deliver the notice by hand, fax or email. **You** may cancel this **policy** by telling **us** **you** want to do so.

We will cancel **your policy** from the date **we** receive the discharge letter from the Ministry of Manpower unless benefit 9 does not apply to **your domestic helper** in which case **we** will cancel the **policy** from the date **we** receive your notice of cancellation.

We will not refund **your** premium if:

- the cancellation takes place more than 365 days after the start date of the **period of insurance** shown in the **schedule** for **policy** with **period of insurance** of at least 26 months;
- the cancellation takes place more than 90 days after the start date of the **period of insurance** shown in the **schedule** for **policy** with **period of insurance** of less than 26 months; or
- there has been a claim made under the **policy**.

When **we** cancel **your policy**, **we** will refund the premium for Basic, Standard and Enhanced plans based on the following.

a If the **period of insurance** is at least 26 months

Cancellation	Percentage of Refund
Cancellation within 60 days	80% of the policy premium
Cancellation within 61 days to 90 days	60% of the policy premium
Cancellation within 91 days to 180 days	40% of the policy premium
Cancellation within 181 days to 365 days	20% of the policy premium

b If the **period of insurance** is less than 26 months

Cancellation	Percentage of Refund
Cancellation within 60 days	80% of the policy premium
Cancellation within 61 days to 90 days	60% of the policy premium
Cancellation within 91 days to 180 days	30% of the policy premium

We provide an additional 2-month cover under **your policy**; as required by the Ministry of Manpower; at no additional premium. When **your** domestic helper's work permit expires, there is no refund of any premium from **us**.

We will refund all premiums to the **policyholder** as shown in the **schedule**.

13 Ending the insurance

We will end **your policy** immediately when **we** have made the full payment for any loss under sections 1, 4, 5 or 8.

14 Excluding third-party rights

A person or company who is not covered by this **policy** (except any person appointed by the Comptroller of Work Passes of the Ministry of Manpower) has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce this **policy**.

15 Currency and interest

All dollar amounts shown in the **policy** and **schedule** are shown in Singapore dollars (S\$). **We** will not pay interest under this **policy**.

16 Governing law

Singapore law will apply to this **policy**.

17 Dealing with dispute

If **you** are not satisfied with **our** final decision on **your** claim, **you** shall refer the case to the Financial Industry Disputes Resolution Centre Ltd (FIDReC), an independent and impartial institution specializing in solving disputes between financial institutions and consumers. Their website address is: www.fidrec.com.sg

If the dispute cannot be referred to or dealt with by FIDReC, the dispute must be referred to and decided using arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre which apply at that point of time.

We will not be legally responsible under **your policy** unless **you** have first received an award under arbitration.

18 Feedback procedure

Making yourself heard

We are committed to providing **you** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be times when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

Please send **your** feedback to:
sq@income.com.sg.

Our promise to you

We will:

- acknowledge **your** complaint promptly;
- investigate quickly and thoroughly;
- keep **you** informed of **our** progress; and
- do everything possible to deal with **your** complaint.

Policy Owners' Protection Scheme

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