



**MSIG Insurance (Singapore) Pte. Ltd.**  
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## MAID INSURANCE POLICY

### IMPORTANT NOTICE

The insurance cover provided to You under this Policy is based on the information You have provided to Us. Please be reminded that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise You may receive no benefit from the Policy.

This is Your Maid Insurance Policy document. Please examine it together with the **Schedule**, to make sure that You have the protection You need.

It is important that this Policy document together with the **Schedule** and any amendments or endorsement issued from time to time are read together to avoid any misunderstanding.

If there are any changes that may affect the insurance provided, please notify Us immediately.

### HOW YOUR INSURANCE OPERATES

Your Policy is a contract between Us, the Company and You, Our Insured named in the **Schedule**. The application form, declaration and any information You gave to Us when applying for the Policy, are the basis of this contract.

The insurance We provide in this Policy is subject to the terms, conditions, exclusions contained in this Policy, the **Schedule** and any Endorsement to this Policy (hereinafter collectively referred to as the "Terms of this Policy").

In return for Your payment of the premium, We will provide You with insurance cover as described in the Policy during the **Period of Insurance** or any subsequent period for which You pay and We accept the required premium.

### OUR PROMISE OF SERVICE

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so, please contact Your agent or broker. If You do not use the services of a professional intermediary, please contact Us directly. We are ready to help You with Your concerns.

### DEFINITION OF WORDS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the **Schedule** and are highlighted in the Policy by being in bold print (e.g. **Maid**, **Accident**) or begin with a capital letter (e.g. You, We).

#### Accident

an event which happens suddenly and gives rise to a result which the **Maid** did not intend or anticipate.

#### Chinese Medicine Practitioner

a legally licensed herbalist, acupuncturist or bone-setter who is registered and can practise within the scope of their licence according to the laws and regulations applicable in Singapore. This cannot be You, Your immediate family member, partner, business partner, employer, employee or agent.

#### Chiropractor

a legally licensed practitioner in chiropractic medicine who is registered and can practise within the scope of their licence according to the laws and regulations applicable in Singapore. This cannot be You, Your immediate family member, partner, business partner, employer, employee or agent.

#### Hospital

a lawfully operating institution which has twenty-four (24) hours a day nursing services by registered graduate nurses, one or more **Medical Practitioners** available at all times and organised facilities for diagnosis and major surgery, and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

#### Hospital Expenses

costs of treatment as an inpatient of a **Hospital** or nursing home in Singapore including 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 **Medical Practitioner**.

#### Illness

any sudden and unforeseen deterioration of health of the **Maid** due to a medical condition contracted, commencing, and/or manifested during the **Period of Insurance**.

#### Injury

bodily injury to the **Maid** suffered anywhere in the world, caused solely and directly by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear.

#### Maid

your foreign domestic worker named in the **Schedule**.

#### Medical Practitioner

a person other than You, Your relative, the **Maid** or the **Maid's** relative who is duly licensed or registered to practice as a medical doctor according to the laws and regulations applicable in Singapore.

#### Period of Insurance

a period of 26 months as stated in the **Schedule** during which the **Maid** is in Your immediate employment and holds a valid work permit in respect of such employment that has not been cancelled whether temporarily or otherwise.

#### Pre-existing Conditions

means any **Injury**, **Illness**, condition or symptom:

- for which treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of cover for the **Maid** under the Policy, or
- which presented signs or symptoms of which the **Maid** or the **Insured** was aware or should reasonably have been aware or which originated or existed, prior to the commencement of cover for the **Maid** under the Policy.

#### Schedule

the **Schedule** containing details of the **Insured**, **Maid**, optional covers (if selected) and **Period of Insurance**. The **Schedule** forms part of the Policy.

#### Surgical Expenses

costs of surgery and accompanying treatment as an inpatient of a **Hospital** or nursing home in Singapore which shall include

charges for accommodation, x-ray, massage, normal food, medical attendant's fees, surgeon's fees, anesthetist's fees, theatre and pathology fees, drugs, medicines and any other costs of examinations or treatment or special services certified as essential by a **Medical Practitioner**.

**We/Us/Our/ the Company**

means MSIG Insurance (Singapore) Pte. Ltd.

**You/Your/the Insured**

the policy owner named as **Insured** in the **Schedule**.

**THE BENEFITS**

**TABLE OF BENEFITS**

The maximum limits of claims, compensation, expenses or benefits payable by Us for each claim and in the aggregate for the **Period of Insurance** are shown in the Table of Benefits below.

SECTION	BENEFITS	SUM INSURED / LIMIT (Singapore dollars)
1	<b>Personal Accident</b>  (A) Death  (B) Permanent Disablement          (C) Medical Expenses	  \$40,000  \$ 40,000 Refer to the Permanent Disability Scale for the applicable percentage of Sum Insured payable  \$1,000 (sub-limit \$100 for each <b>Injury</b> in respect of treatment by <b>Chinese Medicine Practitioner</b> or <b>Chiropractor</b> )
2	<b>Hospital and Surgical Expenses</b> (including Day Care Surgery, Pre-Hospital Diagnostic Services and Post-Hospital Follow-up Treatment)	\$15,000 per year
3	<b>Replacement Maid Expenses</b>	\$500
4	<b>Wages and Levy Reimbursement</b>	\$30 per day, maximum 30 days
5	<b>Repatriation Expenses</b>	\$10,000
6	<b>Termination Expenses</b>	\$300
7	<b>Special Grant</b>	\$2,000
8	<b>Liability To Third Parties</b>	\$5,000
9	<b>Maid's Personal Belongings</b>	\$300
10	<b>Insurance Guarantee Bond</b> (to Ministry of Manpower)	\$5,000
<b>OPTIONAL COVERS</b>		
PLEASE REFER TO THE <b>SCHEDULE</b> FOR THE SELECTED COVER(S) AND SUM INSURED / LIMIT		
11	<b>Additional Hospital and Surgical Expenses</b>	Refer to the <b>Schedule</b>
12	<b>Waiver of Counter Indemnity</b>	Refer to the <b>Schedule</b> Excess: \$250

13	<b>Employer's Liability</b>	Limit any one <b>Period of Insurance</b> – refer to the <b>Schedule</b>
14	<b>Insurance Guarantee Bond</b> (to Philippine Overseas Labour Office, Singapore)	\$2,000 or \$7,000 as indicated in the <b>Schedule</b>

**SECTION 1 – PERSONAL ACCIDENT**

We will pay to the **Maid** or her legal personal representatives the Benefit(s) referred to below if during the **Period of Insurance** the **Maid** named in the **Schedule** sustains an **Injury** which within twelve (12) calendar months from the **Accident** results directly and independently of any other cause in death or disablement or expenses being incurred.

<b>Benefit (A)</b> Death	Where the <b>Maid</b> dies, We will pay the Sum Insured specified in the Table of Benefits.
<b>Benefit (B)</b> Permanent Disablement	Where the <b>Maid</b> suffers total and permanent loss or disablement ("Permanent Disablement") as described in the Permanent Disability Scale, we will pay the relevant percentage of Sum Insured specified in the Scale and Table of Benefits.
<b>Benefit (C)</b> Medical Expenses	We will pay the medical, surgical, <b>Hospital</b> , nursing home or massage expenses incurred during the <b>Period of Insurance</b> and certified as essential by a <b>Medical Practitioner</b> resulting solely and directly from an <b>Injury</b> up to the Sum Insured specified in the Table of Benefits.  We will also pay for the reasonable and necessary expenses for treatment by a <b>Chinese Medicine Practitioner</b> or <b>Chiropractor</b> within twelve (12) months from the date of the <b>Injury</b> , up to the sub-limit specified in the Table of Benefits.

**SPECIAL PROVISIONS TO SECTION 1**

- Loss of limb or member or part of it described in the Permanent Disability Scale below means loss by actual physical severance or total and permanent loss of use.
- The total sum payable for Permanent Disablement in respect of **Injury** to more than one portion of a limb or member or part of it will not be more than the sum payable in respect of such **Injury** to the whole of that limb or member or part of it.
- The maximum total aggregate sum payable for all items under Permanent Disablement as specified in the Permanent Disability Scale will be the Sum Insured specified under Section 1(B) of the Table of Benefits.
- A valid claim made for Benefit A or for the maximum payable under Benefit B, will, with effect from the date of the **Injury** resulting in such claim, discharge Us from liability for any further claim under Section 1 except for expenses payable under Benefit C.
- Where the aggregate sum payable in respect of all claims made for Benefit B is less than the Sum Insured specified under Benefit A, the sum payable in respect of a subsequent claim made for Benefit A will be the balance remaining of the Sum Insured specified under Benefit A after deduction of the said aggregate sum payable under Benefit B. Except for this, payment shall only be made under Benefit A or B but not both.

**PERMANENT DISABILITY SCALE**

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

#### SPECIAL CONDITIONS TO SECTION 1

You must give immediate notice in writing to Us of any sickness or physical defect or infirmity of the **Maid** of which You have become aware and You must pay any additional premium that We may require.

#### SECTION 2 – HOSPITAL AND SURGICAL EXPENSES

We will reimburse You for **Hospital Expenses** and **Surgical Expenses** necessarily incurred as a result of an **Accident** or **Illness** sustained by the **Maid** in Singapore and commencing or occurring during her employment by the **Insured** during the **Period of Insurance** provided such expenses are incurred in respect of room and board charges in Class B2 or C ward in a **Hospital** which is a Singapore government hospital or re-structured hospital.

**Hospital Expenses** and **Surgical Expenses** include:

##### 1. Day Care Surgery

All medically necessary surgical procedures and related treatment provided by or on the order of a **Medical Practitioner** at a **Hospital** or an out-patient medical clinic in Singapore. Day Care Surgery excludes all non-surgical procedures and related treatment.

##### 2. Pre-Hospital Diagnostic Services

Laboratory, X-ray or other medically necessary diagnostic procedures ordered by a **Medical Practitioner** and which within 90 (ninety) days of being carried out, result in the **Maid** being admitted as a registered in-patient to a **Hospital** in Singapore for the treatment of the specific medical condition diagnosed or **Injury**.

##### 3. Post-Hospital Follow-up Treatment

The medically necessary follow-up treatment ordered by a **Medical Practitioner** to be rendered for up to 90 (ninety) days from the **Maid's** discharge from **Hospital** in Singapore and in total for any one claim or disability. Cover is restricted to follow-up treatment of the specific medical condition or **Injury** for which the **Maid** received in-patient **Hospital** treatment in Singapore.

The maximum aggregate total sum payable under this Section 2 in respect of the **Maid** for the **Period of Insurance** is the Sum Insured stated in the Table of Benefits.

#### EXCEPTIONS SPECIFIC TO SECTION 2

This insurance does not apply to

- Any expenses in respect of neurasthenia or mental disease of any kind or psychiatric treatment, congenital sickness or abnormalities or birth defects, including hereditary conditions, defect or diseases, tests or treatment for sexually transmitted diseases or venereal diseases, strictures or any accident or disease in anyway attributed to alcoholism or drug abuse.
- Any expenses in respect of treatment in mental hospitals or homes or infant welfare centres.
- Any expenses in respect of any **Hospital** confinement, surgical operation treatment or services which have not been previously recommended by a **Medical Practitioner**.
- Routine medical examinations or check-ups; or routine eye or ear examinations; or routine physical or any other examinations not incident to the treatment or diagnosis of any **Injury** or **Illness** as may be covered by this Policy; any expenses in respect of treatment undertaken as a preventive measure including but not restricted to vaccinations, inoculations, contraception and other prophylactic treatment; or examinations for employment or travel; or any non medically necessary procedure; or any form of dental treatment.
- Instrument examinations and laboratory tests not ordered by a **Medical Practitioner** or not resulting in a diagnosis of a condition leading to hospitalisation or surgery or treatment for a covered condition in this Policy.
- Any expenses in respect of any **Injury** or **Illness** or disease arising out of and in the course of employment, which constitutes a valid claim under the Work Injury Compensation Act or similar Act or Ordinance.

7. Any expenses in respect of normal dental inspection and/or treatment or in obtaining dentures or eye glasses or the like or hearing aids or prosthesis, corrective devices and medical appliances which are not surgically required.
8. Cosmetic or plastic surgery other than therapeutic surgery considered as medically necessary by a **Medical Practitioner**; treatment for obesity, weight reduction or weight improvement regardless whether it is medically necessary or otherwise; tests or treatment for sleep apnoea.
9. Tests or treatment related to pregnancy, infertility, contraception, sterilization, impotence, sexually dysfunction, or test or treatment for any type of abortion or miscarriage, menopause, childbirth.
10. All costs relating to cornea, muscular, skeletal or human organ or tissue transplant from a donor to a recipient and all expenses directly or indirectly related to organ transplantation.
11. The costs of medical reports.

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### SECTION 3 – REPLACEMENT MAID EXPENSES

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We will pay to You the actual employment agency's fees incurred in hiring a replacement foreign domestic worker up to the Sum Insured stated in the Table of Benefits following the termination of the **Maid's** services as a result of her death or being certified to be medically unfit to perform the usual services as required of her as a **Maid** due to **Injury** or **Illness**, provided that such certification is given by a **Medical Practitioner**.

Provided that prior agreement is obtained from Us for all such expenses and that the replacement foreign domestic worker be employed within ninety (90) days from the termination of the **Maid**.

#### EXCEPTIONS SPECIFIC TO SECTION 3

1. No payment shall be made under this Section unless the replacement maid is a foreign domestic worker whose work permit is issued by the Ministry of Manpower.
2. No payment shall be made under this Section if the death or permanent disablement of the **Maid** is caused directly or indirectly by the Insured and/or the Insured's household members residing with the Insured.

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### SECTION 4 – WAGES AND LEVY REIMBURSEMENT

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If You suffer the loss of service of the **Maid** caused by her hospitalisation due to **Injury** or **Illness**, We will pay to You a fixed sum per day for a period up to thirty (30) consecutive days subject to the Sum Insured stated in the Table of Benefits, so long as **Hospital Expenses** and **Surgical Expenses** are payable under Section 2 of this Policy.

Condition applicable to this Section:

1. The benefit under this Section is payable for each completed twenty-four (24) hours that the **Maid** is confined at a **Hospital**.

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### SECTION 5 – REPATRIATION EXPENSES

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We will reimburse You for actual Repatriation Expenses You incurred up to the Sum Insured stated in the Table of Benefits in respect of:

- i) Conveyance of the **Maid** from Singapore to her country of origin following an **Injury** or **Illness** resulting in her Permanent Disablement as described in items 1 to 13 and items 15 to 16 of the Permanent Disability Scale of Section 1, which prevents her from engaging in or attending to her employment or occupation as Your **Maid**.

- ii) Burial or cremation of the **Maid** in Singapore and/or conveyance of body or ashes to her country of origin from Singapore.

We will only pay under this Section if a detailed account with supporting bills is submitted to and approved by Us.

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### SECTION 6 – TERMINATION EXPENSES

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We will pay to You the actual expenses incurred up to the Sum Insured stated in the Table of Benefits in respect of termination of the **Maid's** services as a result of her being certified to be medically unfit to perform the usual services as required of her as a **Maid** due to **Injury** or **Illness**, provided that such certification is given by a **Medical Practitioner**.

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### SECTION 7 – SPECIAL GRANT

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If Your **Maid** dies in the course of her employment with You in Singapore during the **Period of Insurance**, We will pay a special grant to her estate or legal personal representative up to the Sum Insured stated in the Table of Benefits.

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### SECTION 8 – LIABILITY TO THIRD PARTIES

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We will indemnify You against all sums which You are legally liable to pay as compensation for accidents resulting in:

- death or bodily injury to any other person
- loss of or damage to property belonging to other persons caused by the negligence of Your **Maid** in the course of and arising out of her employment with You in Singapore during the **Period Of Insurance**.

We will also pay:

- costs and expenses of litigation recovered by any claimant from You and/or Your **Maid**
- costs and expenses of legal defence incurred by You and/or Your **Maid** with Our written consent.

#### EXCEPTIONS SPECIFIC TO SECTION 8

We will not pay for:

1. liability in respect of loss or damage to property belonging to or in the charge or under the control of You or Your **Maid**.
2. liability for death, injury, illness or disease or loss of or damage to property:
  - arising out of any deliberate or malicious act.
  - arising out of Your own employment, business or profession.
  - arising out of a contract or agreement which would not have arisen in the absence of such contract or agreement.
3. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via Your or the **Maid's** own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
4. fines, penalties, exemplary or punitive damages.
5. judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore, Malaysia or Negara Brunei Darussalam nor to orders obtained in the said Court for the enforcement of judgments made outside the Republic of Singapore, Malaysia or Negara Brunei Darussalam whether by way of reciprocal agreement or otherwise.

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### SECTION 9 – MAID'S PERSONAL BELONGINGS

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We will reimburse You up to the Sum Insured in the Table of Benefits for loss of or damage to personal effects belonging to Your **Maid** caused by fire, water following bursting or overflowing of water tank(s), apparatus or pipe(s) or flood damage, or theft accompanied by actual forcible and violent entry into or exit from the **Insured's** residence in Singapore.

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**SECTION 10 – INSURANCE GUARANTEE BOND**  
(to the Ministry of Manpower, Singapore)

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We will furnish a Letter of Guarantee (to be issued separately) on Your behalf in lieu of the sum of S\$5,000 which You are required to deposit with the Ministry of Manpower of Singapore in respect of the **Maid** employed.

Pursuant to the Letter of Guarantee, We will guarantee and undertake as principal debtor to pay the Ministry of Manpower of Singapore on demand, any sums not exceeding S\$5,000.

Conditions applicable to this Section:

- (a) You must counter-indemnify Us against all claims, payment, losses, liabilities, costs, or expenses whatsoever which We incur or may incur under the terms of the Letter of Guarantee.
- (b) This Section will not be in force unless and until the Counter Indemnity documents have been correctly executed, delivered to and accepted by Us.

**OPTIONAL COVERS**

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**SECTION 11 – ADDITIONAL HOSPITAL & SURGICAL EXPENSES**

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(Please refer to the **Schedule** to see if this section is in force)

The maximum aggregate total sum payable under Section 2 shall be increased by the Sum Insured indicated in the **Schedule**.

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**SECTION 12 – WAIVER OF COUNTER INDEMNITY**

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(Please refer to the **Schedule** to see if this section is in force)

In the event of a demand made by the Ministry of Manpower of Singapore on the Letter of Guarantee covered under Section 10 of this Policy, the **Company** shall waive its rights to indemnification against the **Insured** under the Counter Indemnity for the said Letter of Guarantee.

Provided that the waiver given by Us under this Section does not apply to:

1. Any loss or payment which the **Insured** is aware of prior to effecting cover.
2. Any loss or payment arising out of any circumstances caused directly by the **Insured** and/or **Insured's** family members or tenants residing with the **Insured**.
3. Any sum in excess of S\$5,000.
4. The amount stated as Excess in the **Schedule**.

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**SECTION 13 – EMPLOYER'S LIABILITY**

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(Please refer to the **Schedule** to see if this section is in force)

In the event Your **Maid** sustains **Injury** or disease arising out of and in the course of her employment by You in Singapore, We will indemnify You against all sums for which You are liable to pay compensation at Common Law including all costs and expenses incurred with the written consent of the **Company**, up to the Limit specified in the **Schedule**.

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**SECTION 14 – INSURANCE GUARANTEE BOND**  
(to the Philippine Overseas Labour Office, Singapore)

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(Please refer to the **Schedule** to see if this section is in force)

We will furnish a Letter of Guarantee (to be issued separately) on Your behalf in lieu of the sum S\$2,000 or S\$7,000 as indicated in the **Schedule** which You are required to deposit with the Philippine Overseas Labour Office, Singapore in respect of the **Maid** employed.

Pursuant to the Letter of Guarantee, We will guarantee and undertake as principal debtor to pay the Philippine Overseas Labour Office, Singapore on demand, any sums not exceeding S\$2,000 or S\$7,000 as indicated in the **Schedule**.

Conditions applicable to this Section:

- (a) You must counter-indemnify Us against all claims, payment, losses, liabilities, costs, or expenses whatsoever which We incur or may incur under the terms of the Letter of Guarantee.
- (b) This Section will not be in force unless and until the Counter Indemnity documents have been correctly executed, delivered to and accepted by Us.

**GENERAL CONDITIONS**

(Applicable to the whole Policy)

It is an important part of Our contract that You observe the following General Conditions:

1. **Home Country**  
This insurance does not operate when the **Maid** returns to her home country whereupon:
  - (a) cover ceases from the time she leaves Singapore or seven (7) days after the cancellation or expiry of her work permit whichever is the earliest.
  - (b) cover resumes upon her return to Singapore provided she holds a valid work permit that has not been cancelled whether temporarily or otherwise.
2. **Observance**  
The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured and/or **Maid** and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.
3. **Alteration**  
We have the right to vary the premium payable and all other terms, conditions and exceptions of the Policy by giving the Insured thirty (30) days' notice of such variations.
4. **Reasonable Precaution**  
You and the **Maid** must take all reasonable precautions to safeguard the **Maid** against accidents and disease.
5. **Fraudulent Claims**  
If You and/or the **Maid** or anyone acting on their behalf make any claim under this Policy knowing the claim to be fraudulent or exaggerated this Policy shall become void and all benefits forfeited.
6. **Policy Assignment**  
This Policy is not assignable by You and We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.
7. **Discharge**  
Your receipt or that of the **Maid** or of Your or her legal personal representatives as the case may be shall in all cases be an effectual discharge to Us.
8. **Cancellation**  
We may cancel the Policy or any Section (except Section 10 and Section 14 if the latter Section is selected in the **Schedule**) by giving You fourteen (14) days notice in writing. The notice shall be deemed to be served if sent by registered post to Your last known address. If We cancel the Policy (except for Section 10 and Section 14 if the latter Section is selected in the **Schedule**) We will refund a pro-rated portion of the premium paid (except for Section 10 and Section 14 if the latter Section is selected in the **Schedule**) for any unexpired **Period of Insurance**.

You may cancel the entire Policy by giving fourteen (14) days notice in writing provided that full discharge is given to Us in writing by the Ministry of Manpower Singapore and the Philippine Overseas Labour Office in Singapore in respect of Our liability under Section 10 and Section 14 (if the latter Section is selected in the **Schedule**) of the Policy. Such notice shall be sent to Our office by registered post.

If You cancel the Policy, a short period refund for the unexpired **Period of Insurance**, subject to a minimum premium of S\$50 to be retained by Us, will be paid to You according to the following scale:

Number of days in force prior to cancellation	Percentage of Policy Premium entitled for refund
Within 60 days	80%
Within 61 to 90 days	60%
Within 91 to 180 days	30%
After 180 days	No Refund

There shall be no refund in the event of a claim.

#### 9. **Other Insurances**

(Not applicable to Section 1 - Benefits A and B)  
If at the time of any loss damage or liability insured by this Policy, there is any other subsisting insurance or insurances whether taken up by You or by any other person or persons covering such loss, damage or liability, We shall not be liable to pay or contribute more than its ratable proportion of such loss damage or liability.

#### 10. **Age Limit**

This insurance ceases at the next policy renewal date after the **Maid** attains the age of sixty-five (65) years.

#### 11. **Arbitration**

(i) Any difference of medical opinion in connection with the results of any **Injury, Illness**, death or expense will be settled between two (2) medical experts appointed respectively in writing by the two (2) parties to the dispute. Any difference of opinion between the two (2) medical experts shall be referred to an umpire, who shall have been appointed in writing by the two (2) medical experts at the outset and the umpire's decision shall be conclusive.

(ii) Where We have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to arbitration in Singapore and Singapore law will apply. The arbitration shall be heard by a single arbitrator to be agreed by the parties within fourteen (14) days from the commencement of arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act (Cap10) or any statutory reenactment thereof. Arbitration proceedings shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. Where any dispute is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against us.

#### 12. **Limitation**

If We offer an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within twelve (12) months from the date of such an offer or disclaimer referred to arbitration as required under Condition 11 or made the subject of a pending court action, the claim will be deemed to be abandoned and We will have no liability in respect of it.

#### 13. **Subrogation**

In the event of a claim We are entitled to undertake in the name and on behalf of You and/or the **Maid** the absolute conduct control and settlement of any proceedings and to take proceedings at own expense and for own benefit but in Your name and/or the **Maid** to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

#### 14. **Exclusion Of Rights Under The Contracts (Rights Of Third Parties) Act (Cap 53B)**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms. For the avoidance of doubt, it is declared and agreed that the **Maid** is not a party to this Policy contract.

#### 15. **Legal Proceedings**

No action in law or equity shall be brought to recover under the Policy until after the expiration of sixty (60) days from the date proof of claim has been furnished in accordance with the Policy conditions. The parties submit themselves to the exclusive venue and jurisdiction of the Courts of Singapore for the resolution of any conflict or dispute between the parties with regard to the Policy, save where the circumstances are governed by the Arbitration clause of the Policy.

#### 16. **Governing Laws**

This Policy contract is governed by the laws of Singapore.

### CLAIMS CONDITIONS

We will act in good faith in all Our dealings with You. Equally, the payment of claims under this Policy depends upon observance of its terms and conditions by You, and so far as they apply, by any other claimant.

On the happening of any **Injury** or **Illness** which may give rise to a claim under this Policy You or the **Maid** must:

- give notice in writing to Us within twenty one (21) days stating the circumstances of the death, **Injury** or **Illness**.
- deliver to Us as soon as reasonably practicable a claim in writing with such detailed particulars and proofs as may be reasonably required.
  - give Us all reports certificates and information required by Us which shall be furnished at Your or **Maid's** expense and shall be in such form as We shall prescribe.
  - ensure that the **Maid** shall from time to time submit herself to medical examination at the expense of Us as may be required in connection with any claim.
- ensure that in the case of death where any reasonable doubt exists as to the cause of it, a **Medical Practitioner** appointed by Us is allowed to make a post mortem examination of the body of the **Maid** at Our expense.

### GENERAL EXCEPTIONS

(Applicable to the whole Policy)

- We will not pay for
  - 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 **Maid** whichever is the later unless You and the **Maid** had been continuously insured by Us for not less than the preceding twelve (12) months.
  - any expenses or compensation for treatment or service incurred as a direct or indirect result of **Pre – existing Conditions**.
  - any consequential loss or damage of any kind whatsoever.
  - any loss, damage, expenses or compensation due to or arising from earthquake volcanic eruption flood avalanche or tempest.
- This Policy does not cover:
  - any wilful act or wilful negligence of You and/or the **Maid** or of her representatives.
  - any action for compensation under this Policy brought in any jurisdiction outside Republic of Singapore, Malaysia or Negara Brunei Darussalam.
- We will not pay any sum in respect of **Injury** to the **Maid** and/or any expenses directly or indirectly consequent upon:

- a. any unlawful act of the **Maid** or wilful exposure to danger (other than in an attempt to save human life), suicide, attempted suicide or intentional self injury or any attempt suicide while sane or insane or caused directly by Your/her deliberate act or that of Your immediate family member residing with You.
  - b. the effect or influence (temporary or otherwise) of intoxicating liquor or drugs not prescribed by a **Medical Practitioner** or any congenital defects or insanity or conditions related to functional disorder of the mind, nervous disorders or venereal disease or AIDS (Acquired Immune Deficiency Syndrome) ARC (AIDS Related Complex) or other communicable diseases.
  - c. pregnancy, childbirth, miscarriage, abortion, sterilization, menopause or any complications arising from any of these.
  - d. winter sports, rock climbing, mountaineering, spelaeology, potholing, sky diving, hang gliding, water-skiing, underwater activities involving artificial breathing apparatus, parachuting, football, rugby, ice hockey, polo, steeple chasing, boxing, wrestling or the performance of martial arts, hunting, racing of any kind other than on foot.
  - e. being in or on or entering or descending from any aircraft other than a fully licensed passenger-carrying aircraft operated by a recognised commercial air transport organisation on a Recognised Air Route in which the **Maid** is travelling other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon. For the purpose of this Exception a Recognised Air Route shall be deemed to be one on which airports have adequate safety facilities and recognised aids for the type of aircraft employed when taking off and landing and which is flown regularly by the commercial air transport organisation so that its flying personnel are familiar with the approaches and landing facilities provided.
  - f. riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for social, recreation, sports, exhibition, competition or for any other purpose of any kind whatsoever.
4. This Policy does not cover death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
    - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
    - (ii) any act of terrorism including but not limited to
      - a. the use or threat of force, violence and/or
      - b. harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
  - (iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) and (ii) above.
  - (iv) riot or strike
  - (v) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (vi) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (vii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (viii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - (ix) any chemical, biological, bio-chemical, or electromagnetic weapon.
5. This Policy excludes 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
 This Exception 5 shall only apply to Section 8 and Section 13 of this Policy.

In any claim and in any action suit or other proceedings where We allege that by reason of any of the above Exceptions any loss is not covered by this Policy the burden of proving that such loss is covered will be upon You and/or the **Maid**.

#### PAYMENT BEFORE COVER WARRANTY

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the **Company** (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate or Cover Note.
2. In the event that the total premium due is not paid and actually received in full by the **Company** (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the **Company**. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate and Cover Note.

#### 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 MSIG or visit the GIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

**IMPORTANT – The policyholder is requested to read this Policy. If any error or mis-description be found, the Policy should be returned to the issuing office for correction.**