

AIG Building, 78 Shenton Way #09-16 Singapore 079120 T: (65) 6419 3000 www.aig.sq

# DOMESTIC HELPER INSURANCE

#### A. Our Contract

This Policy forms a legally enforceable contract between You and Us. We will insure You and/or the Insured Person under the benefits of this Policy in return for the premiums You pay.

We insure You based on the information that You have provided to Us in the Application Form and through any other means.

You are to ensure that all information that You have provided are accurate and that You fully and faithfully disclose to Us all important facts which You know or ought to know in respect of this insurance. Failing this, this Policy may be void and You may not receive any benefits under this Policy.

### **B.** Your Policy

#### Coverage

### **Security Bond**

We shall act as Your guarantor by furnishing a security bond ("Security Bond") to the Controller of Work Passes ("Controller") instead of You having to pay a cash deposit of \$\$5,000 as security pursuant to Section 12 of the Employment of Foreign Manpower (Work Passes) Regulations 2012 (the "Regulations").

In consideration, You shall provide to Us a counter indemnity agreeing to reimburse Us for any claims, expenses and costs which the Controller may demand from Us, in our capacity as guarantor under the Security Bond, if You or the Insured Person breach any provision of the Regulations ("Counter Indemnity").

This cover is independent of the insurance coverage provided by this Policy and any breach of Parts C and D of this Policy will not affect this cover.

# **Worldwide Personal Accident**

We will pay the Insured Person or her legal personal representative(s) a percentage of the annual limit for this benefit, according to the Compensation Table below, up to the annual limit as stated in the Policy Schedule if there is an Accident, whether or not in Singapore, and the Insured Person suffers an Injury that directly results in one of the Events listed in the Compensation Table below within 12 months from the date of the Accident.

| Compensation Table |  |   |  |
|--------------------|--|---|--|
| Event              | Injury resulting in :  | Percentage (%) of sum insured payable as specified in the Policy Schedule |  |
| 1.                 | Accidental Death   | 100%  |  |
| 2.                 | Permanent Total Disablement  | 150%  |  |
| 3.                 | Permanent Total Loss of Use of two Limbs                             | 150%  |  |
| 4.                 | Permanent Total Loss of Use of one Limb                              | 125%  |  |
| 5.                 | Permanent Total Loss of Sight of both eyes                           | 150%  |  |
| 6.                 | Permanent Total Loss of Sight of one eye                             | 100%  |  |
| 7.                 | Permanent Total Loss of Use of one Limb and Loss of Sight of one eye | 150%  |  |
| 8.                 | Permanent Total Loss of Speech and Hearing                           | 150%  |  |
| 9.                 | Permanent and incurable insanity                                     | 100%  |  |
| 10.                | Permanent Total Loss of Hearing                                      |   |  |
|                    | (a) both ears  | 75%   |  |
|                    | (b) one ear  | 25%   |  |
| 11.                | Permanent Total Loss of Speech                                       | 50%   |  |



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| 12. | Permanent Total loss of the lens of one eye 50%          |      |  |  |  |
|-----|--|------|--|--|--|
| 13. | Permanent Total Loss of Use of four Fingers and Thumb of |      |  |  |  |
|     | (a) right hand   | 70%  |  |  |  |
|     | (b) left hand  | 50%  |  |  |  |
| 14. | Permanent Total Loss of Use of four Fingers of           |      |  |  |  |
|     | (c) right hand   | 40%  |  |  |  |
|     | (d) left hand  | 30%  |  |  |  |
| 15. | Permanent Total Loss of Use of one Thumb                 |      |  |  |  |
|     | (a) both right phalanges                                 | 30%  |  |  |  |
|     | (b) one right phalanx                                    | 15%  |  |  |  |
|     | (c) both left phalanges                                  | 20%  |  |  |  |
|     | (d) one left phalanx                                     | 10%  |  |  |  |
| 16. | Permanent Total Loss of Use of Fingers                   |      |  |  |  |
|     | (a) three right phalanges                                | 10%  |  |  |  |
|     | (b) two right phalanx                                    | 7.5% |  |  |  |
|     | (c) one right phalanx                                    | 5%   |  |  |  |
|     | (d) three left phalanges                                 | 7.5% |  |  |  |
|     | (e) two left phalanges                                   | 5%   |  |  |  |
|     | (f) one left phalanx                                     | 2%   |  |  |  |
| 17. | Permanent Total Loss of Use of Toes                      |      |  |  |  |
|     | (a) all-one foot   | 15%  |  |  |  |
|     | (b) great toe-two phalanges                              | 5%   |  |  |  |
|     | (c) great toe-one phalanx                                | 3%   |  |  |  |
|     | (d) other than great toe, each Toe                       | 1%   |  |  |  |
| 18. | Fractured leg or patella with established non-union      | 10%  |  |  |  |
| 19. | Shortening of leg by at least 5 cm 7.5%                  |      |  |  |  |

For any one Accident, if You claim for more than one Event, We will not pay the Insured Person more than 150% of the annual limit for this benefit as specified in the Policy Schedule.

We will at Our discretion determine the percentage of the sum insured payable for any Events not listed in the Compensation Table provided that the maximum amount payable shall not exceed 100% of the applicable sum insured as specified in the Policy Schedule.

The Accidental Permanent Disablement benefit is payable only once for the same part of the body. For an example, if You sustain an Injury which is payable under Event 13 for Your right Hand, We will not additionally pay out under Events 14 to 16 for the same Injury.

If the Insured Person is left-handed, the compensation percentage for Events 13 to 16 will be reversed whereby the greater compensation percentage will apply to the left hand and any part of the left hand.

### **Hospitalisation and Surgical Expenses**

We will reimburse You up to the annual limit specified in the Policy Schedule for the necessary and reasonable hospitalisation and surgical expenses incurred by the Insured Person during Hospital Confinement in a class B2 or C ward in a Singapore government Hospital or restructured Hospital as a result of the following:

- (a) Illness diagnosed after fourteen (14) days from the Effective Date; or
- (b) Injury sustained due to Accident.

For the avoidance of doubt, Hospital and surgical expenses which are considered medically necessary and reasonable shall include the following:

- Room and board charges (including in an intensive care unit (ICU)) for wards of Singapore government Hospitals or restructured Hospitals for up to thirty (30) days per Illness or Injury;
- Medical treatment by a Specialist only if such treatment is medically necessary and has been referred by a



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#### Doctor;

- · Other Hospital services, including:
  - using an operating room;
  - drugs and medicine prescribed by a Doctor;
  - 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.
- Fees for surgery or day surgery performed by a Doctor.

This benefit is extended to cover day surgery prescribed by the Doctor as medically necessary and which do not require overnight stay but where room and board charges are charged by the Hospital.

We will not cover Hospital and surgical expenses arising from any of the following:

- Any expenses incurred for outpatient treatment;
- Claims for non-medical expenses; and
- Any expenses incurred as a result of a Pre-existing Condition unless the Insured Person had been working as a Domestic Helper in Singapore for more than twelve (12) consecutive months.

If the Insured Person is admitted to a ward higher than class B2 or C in a Singapore government Hospital or restructured Hospital, We will apply the pro-ration factor shown in the table below to the Hospital and surgical expenses being claimed:

#### **Pro-ration Factor**

| Type of Ward                                 | % of Hospital and Surgical Expenses |  |  |
|--|-------------------------------------|--|--|
| Private Hospital                             | 30%                                 |  |  |
| Singapore Government / Restructured Hospital |                                     |  |  |
| Class A1                                     | 40%                                 |  |  |
| Class A2                                     | 45%                                 |  |  |
| Class B1                                     | 50%                                 |  |  |

#### Co-insurance (Applicable for Hospitalisation and Surgical Expenses benefit)

If You have selected a plan with Co-insurance on this benefit, We will reimburse You at 100% for the first \$15,000 incurred and thereafter, You will pay to co-pay 20% of the necessary and reasonable hospitalisation and surgical expenses incurred by the Insured Person during the Hospital Confinement in excess of \$15,000, up to the annual limit as stated in the Policy Schedule.

# **Employer's Contents**

We will cover You up to the annual limit specified on Your Policy Schedule for loss or damage to Contents within the confines of Your Residence caused by the following Insured Perils:

| Insured Perils |   | Excess   |
|----------------|---|----------|
| •              | Fire, Subterranean Fire, Lightning or Thunderbolt                           | \$100.00 |
| •              | Explosion of domestic appliances  | \$100.00 |
| •              | Smoke   | \$100.00 |
| •              | Earthquake  | \$100.00 |
| •              | Bursting or Overflowing of domestic water tank and/or fixed water pipes.    | \$100.00 |
|                | This peril is applicable only if Your Residences is not left unfurnished or |          |



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|   | unoccupied for more than 60 consecutive days.   |          |
|---|---|----------|
| • | Vehicle collision or impact by any Vehicle that does not belong to You or under Your control. This includes impact by falling tree or branches  | \$100.00 |
| • | Aircraft and other aerial devices and articles dropped from such aircraft or aerial devices   | \$100.00 |
| • | Riot, Strikes or Malicious acts   | \$100.00 |
| • | Spontaneous Combustion  | \$100.00 |
| • | Theft by violent and forcible entry. This peril is applicable only if Your Residences is not left unoccupied for more than 60 consecutive days. | \$100.00 |
| • | Hurricane, cyclone, typhoon or windstorm  | \$100.00 |
| • | Flood   | \$100.00 |

Our total liability in respect of loss or damage from all or any of the Insured Perils during any one policy period shall not exceed the maximum Contents annual limits stated in the Policy Schedule.

For the avoidance of doubt, the following limits are the maximum We will pay for a covered loss or damage to Your Contents:

- Any loss or damage to Your jewellery and furs, no more than 20% of the Contents annual limit subject to a maximum of up to S\$1,000 per article.
- Any loss or damage to Your works of art, paintings, fine glassware and crystal, tapestries, antiques and other collectible property, no more than 10% of the Contents annual limit subject to a maximum of S\$200 per article.

In the event of an occurrence of any Insured Peril, You must first make a claim under your own home content insurance policy or its equivalent policy. We will reimburse You under this Content cover only for the balance amount of such loss not reimbursed under Your home contents insurance policy or its equivalent policy.

Where the lost or damaged item(s) forms part of a pair or a set or a unit, We will not pay more than the proportionate part of the value of the pair or the set or unit.

We will not cover any loss or damage arising from:

- Theft or bursting and overflowing of domestic water pipes during any period in excess of sixty (60) consecutive days for which Your Residence is left unoccupied
- Loss of or damage to the Contents by landslip, subsidence or settlement of soil
- removal of Contents from Your Residence for purposes of sale or exhibition or to a furniture depository or such Household Contents being taken out of Your Residences;
- mysterious disappearance;
- misplacement;
- electrical or mechanical breakdown(s);
- wear and tear, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
- bursting or overflowing of flexible water hose; and
- Any loss or damage to Contents which do not belong to You or belonging to others that are in Your care, custody or control.

### **Domestic Helper's Belongings**

We will cover up to the annual limit specified on Your Policy Schedule for any loss or damage to Your Domestic Helper's Belongings within the confines of Your Residences as a result of an Insured Peril" as defined under "Employer's Contents" Benefit above. For the avoidance of doubt, We will not cover loss or damage for cash, personal identification or employment cards, mobile devices, securities, cheques or documents of any kind.

### **Accident Medical Reimbursement**

We will reimburse You the Medical Expenses incurred at a General Practitioner Clinic or a polyclinic for outpatient treatment obtained by the Insured Person as a result of an Injury, up to the maximum sum insured for this benefit as stated in the Policy Schedule for any one Accident.

All medical treatment and services must be prescribed by a Doctor in a General Practitioner Clinic or a polyclinic and



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shall not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the expenses were incurred had this insurance not existed.

The Insured Person has up to a maximum of 30 days from the date of the Accident to receive the first medical treatment.

We will not reimburse any Medical Expenses for treatments, medical services or supplies incurred more than 180 days from the date of that first treatment even if the maximum sum insured for this benefit has yet to be been exhausted.

If You are reimbursed for the Medical Expenses by any other source, We will only be liable for the excess of the amount that You have recovered from the other source.

### **Post Hospital Confinement Expenses**

We will reimburse You up to the annual limit specified in the Policy Schedule for Medical Expenses incurred by the Insured Person within sixty (60) days after discharge from a Hospital confinement due to Injury or Illness.

#### **Part- Time Helper Expenses**

We will reimburse you up to the annual limit specified in the Policy Schedule for the cost of hiring a part-time helper if the Insured Person is not able to fulfil her usual duties due to the following:

- (a) Illness sustained after fourteen (14) days from the Effective Date; or
- (b) Hospital confinement due to Accidental Injury.

#### Salary and Government Levy

We will reimburse You up to the annual limit specified in the Policy Schedule in respect of the Insured Person's salary and government levy for the following periods:

- (a) Whilst Insured Person is in a Hospital confinement and
- (b) Whilst We are covering Insured Person under the "Hospitalisation and Surgical Expenses" benefit up to a maximum of thirty (30) days.

### **Replacement Hire Expenses**

We will reimburse You up to the annual limit shown in the Policy Schedule for the agency fees incurred by You if You hire a replacement Domestic Helper if the Insured Person dies or is certified by a Doctor as medically unfit to work or continue the employment due to Injury or Illness.

We will not cover You if:

- You do not obtain proper certification of such death or medical condition by a qualified medical practitioner in Singapore; and
- You do not obtain Our prior agreement for the expenses incurred under this section; and
- You do not hire a replacement domestic helper in place of the Insured Person within thirty (30) days from the date of termination of the Insured Person.

# **Termination Expenses**

We will reimburse You up to the annual limit specified in the Policy Schedule for agency fees incurred by You to terminate the Insured Person's service, before completion of the contractual period under her work permit, due to an Accident or Illness of any nature which results in the Insured Person:

- (a) suffering Permanent Total Disablement; or
- (b) being certified medically unfit by a Doctor to continue the employment.

# **Repatriation Expenses**

We will reimburse You up to the annual limit specified in the Policy Schedule for the transportation expenses incurred if You have to send the Insured Person or her mortal remains back to her home country before the expiry of her work permit as a result of the following due to an Accident or Illness:

- (a) Death; or
- (b) Permanent Total Disablement.



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# **Domestic Helper Liability**

We will reimburse You up to the annual limit specified in the Policy Schedule which the Insured Person is legally liable to pay as compensation for:

- (a) Accidental death or bodily injury to any person; or
- (b) Accidental damage to property.

#### We will not cover for:

- Loss caused by the negligence of the Insured Person outside Your employment;
- death or bodily injury to You or the members of Your Immediate Family and while in a residence belonging to You or Your Immediate Family;
- damage to property belonging to You or the members of Your Immediate Family;
- any compensation for damages in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore;
- any contract or agreement entered or assumed by You or the Insured Person whether written, verbal or implied, where liability would not have attached in the absence of such contract or agreement; and
- Any claims which was due to the Insured Person's deliberate, malicious, unlawful or criminal act or failure to act.

We will not cover You if You make any admission of liability, payment to or agreement with any third parties without Our prior written consent.

### Waiver of Security Bond

This is an optional benefit and is applicable only if additional premium is paid and this benefit is reflected in Your Policy schedule.

If the Insured Person breaches the conditions of the Security Bond imposed by the Controller under the Regulations and the indemnity under the Security Bond becomes payable, We shall waive Our rights under the Counter Indemnity in this Policy.

The terms "Counter Indemnity", "Security Bond', "Controller" and "Regulations" shall have the same meaning as in the Security Bond coverage of this Policy.

### The Waiver of Security Bond benefit also has the following benefits attached:

#### Dread Disease Cover

We will pay the Insured Person the annual limit shown in the Policy Schedule when she is diagnosed with any one of the Covered Dread Diseases set out below.

This benefit is payable only once in the lifetime of the Insured Person after which this benefit terminates automatically.

Covered Dread Diseases are defined as follows:

### (a) Major Cancer

A malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue.

The term Major Cancer includes, but is not limited to, leukemia, lymphoma and sarcoma.

Major Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other bodily fluid in the absence of further definitive and clinically verifiable evidence does not meet the above definition.

#### We will not cover:

- All tumours which are histologically classified as any of the following:
- Pre-malignant;
- Non-invasive;
- Carcinoma-in-situ (Tis) or Ta;



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- · Having borderline malignancy;
- Having any degree of malignant potential;
- Having suspicious malignancy;
- Neoplasm of uncertain or unknown behavior; or
  - All grades of dysplasia, squamous intraepithelial lesions (HSIL and LSIL) and intra epithelial neoplasia;
- Any non-melanoma skin carcinoma, skin confined primary cutaneous lymphoma and dermatofibrosarcoma protuberans unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All Prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or Prostate cancers of another equivalent or lesser classification;
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- All Neuroendocrine tumours histologically classified as T1N0M0 (TNM Classification) or below;
- All tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification) or below;
- All Gastro-Intestinal Stromal tumours histologically classified as Stage I or IA according to the latest edition of the AJCC Cancer Staging Manual, or below;
- Chronic Lymphocytic Leukemia less than RAI Stage 3;
- All bone marrow malignancies which do not require recurrent blood transfusions, chemotherapy, targeted
  cancer therapies, bone marrow transplant, haematopoietic stem cell transplant or other major interventionist
  treatment; and
- All tumours in the presence of HIV infection.

# (b) Coronary Artery By-pass Surgery

The actual undergoing of open-chest surgery or Minimally Invasive Direct Coronary Artery Bypass surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

Angioplasty and all other intra-arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.

#### (c) Heart Attack of Specified Severity

Death of heart muscle due to ischaemia, that is evident by at least three of the following criteria proving the occurrence of a new heart attack:

- History of typical chest pain;
- New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block;
- Elevation of the cardiac biomarkers, inclusive of CKMB above the generally accepted normal laboratory levels or Cardiac Troponin T or I at 0.5ng/ml and above;
- Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality. The imaging must be done by Cardiologist specified by the Company.

For the above definition, the following are excluded:

- Angina;
- Heart attack of indeterminate age; and
- A rise in cardiac biomarkers or Troponin T or I following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Explanatory note: 0.5 ng/ml = 0.5 ug/L = 500 pg/ml

# (d) End Stage Kidney Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

(e) Stroke with Permanent Neurological Deficit

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, intracerebral



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embolism and cerebral thrombosis resulting in permanent neurological deficit with persisting clinical symptoms. This diagnosis must be supported by all of the following conditions:

- Evidence of permanent clinical neurological deficit confirmed by a neurologist at least 6 weeks after the event;
- Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

#### The following are excluded:

- Transient Ischaemic Attacks;
- Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye or optic nerve;
- Ischaemic disorders of the vestibular system; and
- Secondary haemorrhage within a pre-existing cerebral lesion.

Permanent means expected to last throughout the lifetime of the Insured Person.

Permanent neurological deficit with persisting clinical symptoms means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Insured Person. Symptoms that are covered include numbness, paralysis, localized weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

### (f) Major Organ / Bone Marrow

Transplantation The receipt of a transplant of:

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded. We will not cover for:

- any claims if the Insured Person is diagnosed with any of the Dread Disease within the first ninety (90) days from the Effective Date of cover under the Policy; or
- any claims if the Insured Person does not survive the first thirty (30) days from the date he is diagnosed with any
  of the Dread Disease; and
- any claims when the Dread Disease, directly or indirectly, is caused by, arises in connection with, is consequence
  of, or is contributed by any of the following:
  - Complication of any surgery, therapy or treatment administered on the Insured Person which is not prescribed by a Doctor in his or her professional capacity;
  - Any consumption of a drug, unless it is taken on proper medical advice and is not for the treatment of drug addiction:
  - Pre-existing Condition.

#### C. Your Policy Exclusions

#### 1. General Exclusions

We will not cover any claims in relation to:

- (a) any Pre-existing Condition suffered by the Insured Person;
- (b) any psychiatric or nervous or mental disorder suffered by the Insured Person;
- (c) any sexually-transmitted disease, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) or other communicable disease, which are sexually transmitted only, suffered by the Insured Person;
- (d) any pregnancy, childbirth, miscarriage, abortion, sterilization, menopause, or any complication arising from any of these conditions, suffered by the Insured Person;
- (e) the effect or influence of any alcohol or drug on the Insured Person (other than when administered according to



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- a prescription of a Doctor);
- (f) Dental disease, dental care or surgery, cosmetic or plastic surgery or any elective surgery unless necessitated by Accident;
- (g) General check-up, convalescence or rest cure;
- (h) Claims for routine physical examinations, health check-ups or tests not in relation to the actual Injury or Illness;
- (i) any ionising radiation or contamination by radioactivity from the combustion of nuclear fuel or nuclear waste or similar activity including any self-sustaining process of nuclear fission
- (j) any loss, damage, injury or liability directly or indirectly caused or contributed from the use of any nuclear weapon material
- (k) any hazardous sport engaged in by the Insured Person, including any winter sport (such as skiing or snowboarding), underwater activity (such as snorkelling or scuba diving), aerial activity (such as taking a helicopter tour or para-gliding) or motor sport (such as motorcycle racing or motor carracing);
- (l) any unlawful act of, or wilful exposure to danger (other than in an attempt to save human life) by the Insured Person
- (m) any suicide, attempted suicide or any self-inflicted injury by the Insured Person, or any attempt by the Insured Person to cause self-inflicted injury
- (n) any war, war-like situation, civil war, mutiny, rebellion, revolution or Act of Terrorism;
- (o) any foreseeable strike, riot or civil commotion; or
- (p) Driving or riding on a motor vehicle, moped or mechanically assisted personal mobility device other than for social or recreation purposes or in the course of work. This exclusion does not apply to the Worldwide Personal Accident Coverage.

#### 2. Negligence or Fraudulent Act

We will not cover You and/or the Insured Person for any loss, damage or liability which in any way is due to:

- (a) negligence, or fraudulent act on Your and/or the Insured Person's part;
- (b) negligence, or fraudulent act of Your relatives, Immediate Family, legal representatives, house-/room-mates, tenant(s) or anyone who is authorised to gain access to Your Residence.

The exclusion for negligence does not apply to the Worldwide Personal Accident Coverage.

# 3. Exclusion of Third Party Rights

A person who is not a party to this contract will have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

## 4. Economic Sanctions

We will not be liable to provide any coverage or make any payment under this Policy if to do so would be in violation of any sanctions law or regulation which would expose Us, Our parent company or Our ultimate controlling entity to any penalty under any sanctions law or regulation.

# 5. State of Emergency

We will not cover any loss, damage or other contingency happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

# **D. Your Policy Conditions**

### 1. Geographical Coverage

The coverage under this Policy is 24 hours a day within Singapore unless otherwise stated.

### 2. Duty of Care

You and/ or the Insured Person must take all reasonable precautions to reduce or remove any risk of loss or damage or liability and keep the subject matter of insurance in good condition.

# 3. Due Diligence



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You will observe, comply and fulfill the terms, provisions, conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with. If You fail to observe, comply with or fulfill any of the terms, provisions, conditions and Endorsements of this Policy, We are not liable to make any payment under this Policy.

### 4. Conduct of Proceedings

We may take over and conduct in Your name or the name of any other person covered under this Policy, any defence or settlement of any claim made against You or such person and pursue in Your name or the name of such person, for Our own benefit, against anyone responsible for any claim paid by Us.

Anyone covered under this Policy shall give Us all information and assistance as We may require. We shall have full discretion in the conduct of any proceedings and/or on how We settle a claim.

# 5. To Whom Payment of Proceeds Made

Any payment made to You or the Insured Person or the Insured Person's legal personal representative(s) pursuant to a claim under this Policy will be an effectual discharge of Our liability for that claim.

#### 6. Basis of Settlement

The settlement of any claim under this Policy shall be either on (i) an indemnity basis or (ii) replacement as new for old with provision for necessary wear and tear, at Our sole discretion.

We will, at Our sole discretion, decide whether to reinstate or pay for the cost of repairs. We will pay up to the maximum limit specified in the Policy Schedule for the cost of repairs following a partial damage, or replacement as new following total loss or damage.

#### 7. Subrogation

No admission, offer, promise or payment shall be made by You or the Insured Person without Our written consent and We shall be entitled if We so desire to take over and conduct in Your name the defence of any claim or prosecution or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any proceedings in the settlement of any claim and You or the Insured Person shall at Our request promptly give all such information and assistance as We may require.

# 8. Exceptions to Indemnity

Notwithstanding anything to the contrary in this Policy, We will not indemnify You or the Insured Person for any:

- Compensation for damage in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore.
- Costs and expenses of litigation recovered by any claimant from You or the Insured Person which are not incurred in and recoverable in the Republic of Singapore.

#### 9. Fraud

If You or the Insured Person make any claim under this Policy which is in any respect fraudulent or if You or any one acting on Your behalf use any fraudulent means or devices to obtain any benefit under this Policy, all benefits under this Policy will be forfeited.

# 10. Validity of Remainder of Policy

In the event that any portion of this Policy is found to be invalid or unenforceable, the remainder of this Policy will remain valid. in full force and effect.

#### 11. Written Notice

Every notice or communication to be made under this Policy shall be given in writing to Us either via post or electronic mail(e-mail).

### 12. Assignment

No assignment of interest under this Policy will be binding upon Us. We do not assume any responsibility for the validity of any assignment.

# 13. Compliance with Policy Provisions

The due observance and fulfillment of the terms and conditions of this Policy so far as they relate to anything to be done or complied with and the truth to the best of Your knowledge and belief of the information furnished to Us in connection with this insurance shall be conditions precedent to Our liability. Failure to comply with any of



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the provisions contained in this Policy will invalidate all claims made under this Policy.

#### 14. Currency

All benefits payable under this Policy will be in Singapore dollars. When a claim is made by You for losses incurred in a foreign currency, We will pay You in Singapore dollars based on the prevailing currency exchange rate as determined by Us.

# 15. Receipts

We will not be committed by any notice of any trust, charge, lien, assignment or other dealing with this Policy and Your receipt of any compensation payable under this Policy will in all cases be effectual discharge of Our liability. In the event of any successful claim or demand made by any person or entity as beneficiaries in respect of the compensation paid to You or the Insured Person, You or the Insured Person agree to indemnify Us in full.

#### 16. Claims Procedure

Upon receipt of a notice of claim, We will furnish You with a claim form. This claim form must be returned to Us fully completed within thirty (30) days upon Your receipt of the form together with supporting documents to prove Your loss. You must at any time upon Our request, submit any other documents in support of the claim as soon as possible and in any event within sixty (60) days after receipt notice of such requirement.

#### 17. Notification and Claims Procedures

Written notice of claim must be given to Us as soon as practicable and in any event within 30 days after the happening of any circumstances giving rise to a claim. Notice may be provided by completing the claim form which can be downloaded from Our website www.aig.sg and mailing it to: AIG Asia Pacific Insurance Pte. Ltd., 78 Shenton Way, #09-16, Singapore 079120. Relevant documents to support the claim are to be given to Us within 30 days but if the supporting documents cannot be submitted in time due to reasonable cause, the documents must be submitted as soon as possible but no later than 1 year from the date of incident happening.

If the information supplied is considered to be insufficient, We will advise the claimant if additional information is required. We may request for the claimant to provide, at his/her own expense, additional supporting reports and documentation such as police reports, Doctor's reports, Hospital records, records, valuations or any other evidence as required by Us to support a claim.

Any information required due to any subsequent request for information by Us must be provided within 60 days of the information request date. At Our sole discretion, We may reject the claim or withhold payment if We do not receive the required information within this stipulated time set.

# 18. Burden of Proof

If We allege that by reason of any of the exclusions under Part C above, any loss, damage, injury or liability is not covered by this Policy, the burden of proving the contrary shall be on You.

#### 19. Medical Examination and Treatment

You will at Your expense furnish to Us all such medical reports, certificates, information and evidence as may be required by Us and You will whenever required to do so, arrange to submit to medical examination by Doctors appointed by Us. In the event of the Insured Person's death, where it is not forbidden by law, We will be entitled to have a post-mortem examination at Our own expense, and notice will, where practicable, be given to Us before internment or cremation, stating the name and place of any inquest appointed. In the event of any conflict of opinion between Our Doctor and Your Doctor, the opinion of Our Doctor will prevail and be binding. Where medical certificates/reports are required to be furnished, We will only accept medical certificates or reports issued by a Doctor. Medical certificates or reports issued by a Chinese Doctor will not be accepted.

In the course of Our claims process, You are to render full cooperation to Us and to Our appointed service providers, vendors and experts, including providing face to face interviews, if and when required.

### 20. Governing Law

This Policy is governed by the laws of Singapore.

# 21. Dealing with Disputes

Any disputes arising out of this Policy shall first be referred to the Financial Industry Disputes Resolution Centre



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Ltd (FIDREC), where it falls within FIDREC's jurisdiction. If the dispute cannot be referred to or resolved by FIDREC, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator.

### 22. Waiver of Your Rights

If We reject liability for any claim made under this Policy and it is not referred to arbitration within 12 months from the date of Our rejection, it shall be deemed that You have accepted Our rejection of Your claim and You have waived all Your rights with respect to such a claim.

# 23. Duplication of Cover and Other Insurance Cover

If You make a valid claim under this Policy, and have more than one policy with Us which is the same product and provides the same cover, We will consider You to be insured under the policy which provides the highest benefit level. If the cover is for reimbursement of costs, expenses or third party liability payments and You have more than one policy with Us which provide the same or similar cover but which are not identical products, such costs, expenses or third party liability payments will be distributed proportionately between the policies based on the proportion of the cover limit. If however the cover is for reimbursement of costs, expenses or third party liability payments and You have insurance with other insurers providing the same or similar cover, We will only pay You Our proportion of the cover limit of Your claim based on the total number of policies covering such claim against the proportion of the cover limit of the other insurer(s) subject always to the limit under this Policy and any other policy(ies) You have with Us.

### 24. Duty of Disclosure

As explained in Part A of this Policy, all information You provide to Us in the Application Form and through any other means form the basis of this contract of insurance between You and Us. You must inform us immediately if any of the information that You have given us changes or is no longer accurate.

You must also inform Us of any other facts which You know or ought to know which may affect Our decision whether to continue to insure You and on what terms.

These information/facts could result in additional premium being payable and different terms and conditions may apply on this Policy. If such information is not disclosed to Us or if there is any fraud, misstatement or concealment in respect of this Policy or of any claim, You and/or the Insured Person may not receive any benefits under this Policy and/or We may cancel or void this Policy.

#### 25. Premium

Premium payable for this Policy is not guaranteed and is subject to Our review from time to time at our sole discretion. We will send You written notification at least 30 days in advance of any change in premium rate.

The premium is charged based on the age band at Policy inception and at subsequent renewals. If, at renewal, the Insured Person's age moves into the next age band, premium will be charged in accordance with the new age band.

### 26. Payment before Cover Warranty

Notwithstanding anything contained in this Policy, You agree and acknowledge that

- (a) the total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date of the coverage under the Policy.
- (b) In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date, then the Policy will be deemed to be cancelled immediately and no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of the Policy.
- (c) If payment of full premium is to be made by credit card or bank GIRO, the submission to Us of a complete and properly signed Direct Debit Authorisation form (or such other form as may be required by the card centre, bank or Us) to Us on or before the Effective Date will be deemed to be payment received by Us, subject to clause (d) below.
- (d) In the event of any rejection by the card centre or bank of the Direct Debit Authorization Form (or such other



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form as referred to in clause (c) or any inability by Us to obtain payment of the premium by credit card or GIRO deduction due to any reason, We will allow a second attempt for the charge and deduction of the outstanding premiums from the relevant card centre or bank. Should the second attempt fail for any reason, the Policy will be deemed to be cancelled immediately effective from the day of the month when premium was due and unpaid and no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of the Policy.

#### 27. Cancellation

- a. We may cancel this Policy by giving You seven (7) days' notice at Your last known address.
- b. Coverage will cease immediately when the Insured Person is repatriated from Singapore or transferred to another employer by You or any registered maid agency in Singapore.
- c. In the event of termination of the Insured Person's employment contract or Work Permit with You in Singapore, cover under this Policy automatically ceases from the date of the letter of discharge issued by the Ministry of Manpower.
- d. You may cancel this Policy at any time by sending a written cancellation request to us together with: a Letter of Discharge from the Ministry of Manpower.
- e. Upon cancellation of the Policy and provided no claims have been made under the Policy, We will refund You a portion of the premium based on the refund scale set out below:

| Refund Scale    |   |             |              |              |                |
|-----------------|---|-------------|--------------|--------------|----------------|
|                 | Refunded premium if You cancel the Policy within these periods from inception |             |              |              |                |
|                 | 60 days   | 61-120 days | 121-180 days | 181-270 days | After 270 days |
| 14 month Policy | 70%   | 50%         | No refund    | No refund    | No refund      |
| 26 month Policy | 70%   | 50%         | 30%          | 20%          | No refund      |

#### 28. Data Use

You have agreed and consented that We may collect, use and process Your personal information (whether obtained in this application form or otherwise obtained) and disclose such information (whether in or outside of Singapore) to the following:

- (a) Our group companies;
- (b) Our (or Our group companies') service providers, reinsurers, agents, distributors, business partners;
- (c) brokers, Your authorized agents or representative, legal process participants and their advisors, other financial institutions:
- (d) governmental / regulatory authorities, industry associations, courts, other alternative dispute resolution forums, for the purpose stated in Our Data Privacy Policy which include:
- Processing, underwriting, administering and managing Your relationship with Us; or
- Audit, compliance, investigation and inspection purposes and handling regulatory governmental enquiries; or
- Compliance with legal or regulatory obligations, risk management procedures and Our internal policies; or
- Managing Our infrastructure and business operations: and
- Carrying out market research and analysis and satisfaction surveys.

Note: Please refer to the full version of Our Data Privacy Policy found at https://www.aig.sg/privacy

If You have not opted out, You have also consented to Us, Our group companies, service providers and business partners using, processing and disclosing Your personal information to:

- (a) Enroll You in contests, prize draws and similar promotions; and
- (b) Contact You to market other insurance, and/or Our, Our group companies and /or Our business partners'



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financial products and / or services.

If You have any questions about Our collection, use and disclosure of personal information, You may contact Our Data Protection Officer at <a href="mailto:singaporedataprotectionofficer@aig.com">singaporedataprotectionofficer@aig.com</a>

#### 29. Insurance Act 1966

This Policy is issued in Singapore and is subject to the Insurance Act 1966.

When You applied for this Policy, a declaration made by You at that time that You are ordinarily resident in Singapore must satisfy any one of the following descriptions of being treated as "ordinarily resident in Singapore":

- (a) You are a citizen of Singapore, unless You have resided outside Singapore continuously for 5 or more years before the application date of the Policy and are not currently residing in Singapore;
- (b) You are a permanent resident, unless You have resided in Singapore for less than a total of 183 days in the 12 months before the application date of the Policy:
- (c) You have a work pass or permit required under the Employment of Foreign Manpower Act 1990, unless You have resided in Singapore for less than a total of 183 days in the 12 months before the application date of the Policy; or
- (d) You have a pass or permit required under the Immigration Act1959 that has duration longer than 90 days and You have resided in Singapore continuously for at least 90 days in the 12 months before the application date of the Policy.

If You do not satisfy any one of the above definitions of being "ordinarily resident in Singapore", You must notify Us immediately.

#### 30. Entire Contract

The Policy, Policy Schedule, Endorsements, Application Form, declaration and attached papers together with other statement in writing will be read together as one contract. Any word or expression to which a specific meaning has been ascribed in any part of the schedule attached will bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the Policy Schedule will prevail. No statement made by You or the Insured Person for insurance not included herein will void the insurance cover or be used in any legal proceedings. No agent has the authority to change or waive any provisions of the insurance. No change of provisions will be valid unless approved by Our executive officer and such approval be endorsed hereon.

# E. Your Policy Definitions

Any word or expression which has a specific meaning has the same meaning whenever that word or expression is used in this Policy, Policy Schedule, and where applicable certificate of insurance, hold cover letter/cover note and Endorsement.

**Accident** means a sudden, fortuitous, violent, visible and specific event caused externally to the body which occurs at an identifiable time and place during the Period of Insurance.

Accidental Death means death by or as a result of an Accident.

**Act of Terrorism** means an act which may or may not involve the use or threat of use of force or violence by any person or group of persons. This is regardless of whether any person or group is acting alone or on behalf or in connection with any organization or government committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

**Acquired Immune Deficiency Syndrome or AIDS** shall have such meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a sero-positive test for HIV provided that:

(a) **Malignant Neoplasm** includes but is not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an Illness, or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).



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(b) **Opportunistic Infection** includes but is not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

Activities of Daily Living means Washing, Dressing, Feeding, Toileting, Mobility and Transferring:

- Washing means the ability to wash in the bath, or shower or wash by other means.
- Dressing means the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.
- Feeding means the ability to feed oneself food after its preparation and being made available.
- Toileting means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.
- Mobility means the ability to move indoors from room to room on level surfaces.
- Transferring means the ability to move from a bed to an upright chair or wheelchair, and vice versa.

**Application Form** refers to the completed form(s) signed by You for this Policy whether prior or subsequent to inception of this Policy or for and upon renewal of this Policy.

**Chinese Doctor** means a registered herbalist, acupuncturist and bonesetter licensed under local applicable laws. The attending Chinese Doctor shall not be You, or Your business partner, employer, employee, agent, or a person who is related to You in any way.

**Co-insurance** means the amount that You need to co-pay on the claimable benefit based on the percentage shown in the Policy Schedule.

**Contents** means Your furniture and furnishings, clothing and personal effects belonging to You or Your Immediate Family but excludes deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash and currency notes.

**Disablement** means physical impairment resulting from Injury that is caused solely and directly from an Accident and is independent of all other causes.

**Doctor** means a qualified and registered medical practitioner licensed under local applicable laws and acting within the scope of his/her li censing and training. The attending Doctor must not be You, or Your business partner, employer, employee, agent, or a person who is related to You in any way.

**Domestic Helper** means the Insured Person named in the Policy Schedule and who is employed by You as a foreign domestic worker and who holds a valid work permit issued by the Controller of Work Passes.

**Domestic Helper's Belongings** means the Insured Person's clothing and personal belongings but excludes deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash and currency notes.

Effective Date means the later of:

- (a) The Inception Date as specified on the Policy Schedule,
- (b) The effective date any additional cover or increase sum insured is granted to You and/or the Insured Person while You and/or the Insured Person are covered under this Policy, only in respect to the additional cover or increased sum insured, or
- (c) The last reinstatement date of this Policy

**Endorsement** means a change of information of this Policy and/or the cover We provide. The endorsement which applies to this Policy will be shown in a schedule.

Finger(s) means a digit of a Hand.

Foot means the entire foot below the ankle.

**General Practitioner Clinic** means a medical clinic licensed in Singapore under the Private Hospitals and Medical Clinics Act 1980 and used or intended to be used by a Doctor for the diagnosis, treatment or curing of persons suffering



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from, or believed to be suffering from, any disease, injury or disability of mind or body but does not include any such premises

- i) which are maintained by the Government or the National University of Singapore; or
- ii) which form part of the premises of a licensed private hospital

**Hand** means the part of the body at the end of the arm, including the Fingers and Thumb.

# Hospital means a place that:

- (a) holds a valid license (if required by law);
- (b) operates primarily for the care and treatment of sick or injured persons;
- (c) has a staff of one or more Doctors available at all times;
- (d) provides 24- hour nursing service and has at least one registered professional nurse on duty at all times;
- (e) has organized diagnostic and surgical facilities, either on premises or in facilities available at the Hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

**Hospital Confinement** means admission in a Hospital as a registered patient for an overnight stay upon the recommendation of a Doctor and for which the Hospital charges for room and board.

Illness or Sickness means a physical condition marked by a pathological deviation from the normal healthy state.

**Immediate Family** means any individual ordinarily residing in Your Residence and who is related to You by blood, through marriage or through adoption under any written law, including co-owners.

Inception Date means the commencement date of insurance at inception as specified in this Policy.

**Injury** means a bodily Injury which is sustained by the Insured Person within 365 days from the date of an Accident and during the Period of Insurance and is caused by an Accident solely and independently of any other causes including but not limited to any Illness, pre-existing or congenital condition.

**Insured Person** means the Domestic Helper named in the Policy Schedule who is in Your immediate employment and holds a valid work permit in respect of such employment.

**Limb** means the entire limb between the shoulder and the Wrist or between the hip and the ankle.

**Medical Expenses** means expenses incurred by the Insured Person within one hundred and eighty (180) days of sustaining Injury for:-

- (a) Doctor's consultation; or
- (b) ambulance service; or
- (c) medical and surgical treatment; or
- (d) X-ray; or
- (e) nursing treatment; or
- (f) medical supplies; and
- (g) dental treatment where such treatment is necessarily incurred to restore sound and natural teeth following an Accident.

All treatment and services must be prescribed by a Doctor and shall not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the expenses were incurred had this insurance not existed.

**Period of Insurance** means the period You and/ or the Insured Person are covered under this Policy and shall commence on the latter of Policy Effective Date or last renewal date and such period will end when the Policy is cancelled or not renewed.

Permanent means lasting three hundred and sixty-five (365) consecutive and at the end of that time is certified



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by a Doctor as being beyond hope of improvement and will in all probability continue for the remainder of the Insured Person's natural life.

**Policy** means the Application Form, policy terms and conditions, Policy Schedule and, where applicable, certificate of insurance, hold cover letter/cover note and any Endorsement to this Policy.

Policy Schedule means the schedule which is issued to You, and which forms part of this Policy.

**Pre-existing Condition** means any Illness, disease or other condition which the Insured Person suffers prior to the Inception Date and which:

- (a) first manifested itself, worsened, became acute or exhibited symptoms prior to the Inception Date which would have caused any reasonable person to seek diagnosis, care or treatment; or
- (b) requires the Insured Person to take prescribed drugs or medicine; or
- (c) was treated by a Doctor or treatment had been recommended by a Doctor.

**Residence** means the dwelling place that You ordinarily reside in at the time of occurrence of an event giving rise to a claim under this Policy. If Your dwelling place is a landed property, the location of risk will be within the boundary walls, gates and fences of the landed property.

**Specialist** means a qualified and registered medical practitioner who has the necessary qualifications and expertise to practice as a recognised specialist of diagnostic techniques, treatment and prevention, in a particular field of medicine. The said Specialist shall not be You or a person who is related to You or the Insured Person in any way.

**Thumb** means the first digit of a Hand.

Toe means a digit of the Foot.

**Total Disablement** means Injury which solely, directly and totally disables and prevents You from attending to Your business, profession or occupation (of any and every kind) or if You have no business, profession or occupation, from performing three or more Activities of Daily Living.

### Total Loss means

- (a) In the case of a Limb
  - i. Loss by Permanent physical severance of the Limb; or
  - ii. Permanent total and irrecoverable loss of use of the Limb.
- (b) In the case of a loss of Thumb, Finger or Toe
  - i. Loss by Permanent physical severance of the entire Thumb, Finger or Toe; or
  - ii. Permanent, total and irrecoverable loss of use of a complete Thumb, Finger or Toe.
- (c) In the case of loss of sight
  - i. Permanent, total and irrecoverable physical loss of one or both eyes; or
  - ii. Permanent, total and irrecoverable loss of the sight of one or both eyes.
- (d) In the case of loss of speech

Permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

(e) In the case of loss of hearing

Permanent, total and irrecoverable loss of hearing in one or both ears as certified by a Doctor.

You/Your means the policyholder named in the Policy Schedule.

We/Us/Our means AIG Asia Pacific Insurance Pte. Ltd.



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# F. Your Policy Endorsements

The following Endorsement shall apply to this Policy for all plans with Security Bond in Singapore.

# **Counter Indemnity**

In connection with the employment of the Domestic Helper, referred to as the Insured Person in the Policy, and in consideration of AIG Asia Pacific Insurance Pte. Ltd. ("AIG") issuing at Your request:

a) a letter of guarantee in favour of Ministry of Manpower ("MOM") for the sum of S\$5,000.00 ("Sum") in lieu of You having to pay a cash deposit for the Sum as security for Your due observance and performance of all the conditions of

the security bond being executed by You as required pursuant to Regulation 12 of the Employment of Foreign Manpower (Work Passes) Regulations.

You hereby agree and undertake to AIG as follows:

- 1. To fully indemnify and keep indemnified AIG and its successors and assigns from and against all claims, payments, demands, actions, suits proceedings, losses and liabilities, cost and expenses whatsoever including legal fees and expenses on a fully indemnity basis ("Claims") which may be incurred or become payable by AIG under a Guarantee. Notwithstanding the foregoing, the obligation to indemnify and keep AIG indemnified in respect of claims Incurred or payable in connection with the Guarantee in favour of MOM shall not be applicable if You pay the additional premium for Waiver of Security Bond benefit in respect thereof.
- 2. That any claim, demand or request by MOM, as the case may be, for payment of any sum of money shall be sufficient authority to AIG for making any such payment without requiring or obtaining any evidence or proof that the amount so claimed or requested is due and payable, and without requiring any notice or reference to or further authority from You notwithstanding that You may dispute the validity of such claim, demand or request.
- 3. The validity or legality of any payment by AIG pursuant to a Guarantee shall not be challenged by You, nor shall any liability hereunder be denied by You, on the ground that such payment was not payable under such Guarantee or on any other grounds whatsoever.
- 4. Upon AIG's written demand to You, to make payment in full without any deduction whatsoever of any amounts paid by AIG under a Guarantee. Such amount shall constitute a debt from You to AIG. AIG's written demand to You shall be conclusive evidence of the amount owing and outstanding by You to AIG except in the face of manifest error. In the event that any amount is not paid by You to AIG by the due date, You further understand and agree that AIG may charge interest at 8% per annum from the due date until the date full payment is received by AIG.
- 5. You shall not be discharged or released from this Counter Indemnity by reason of any composition or payment arrangement between AIG and Yourself or any forbearance by AIG, whether as to payment time, amount or otherwise.
- 6. Your obligation and liabilities hereunder are irrevocable and shall remain in full force and effect until such time AIG's obligations and liabilities under the Guarantee(s) have been fully discharged to its satisfaction.
- 7. This Counter Indemnity shall be governed by and construed in accordance with the Laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the Singapore courts.
- 8. A person not party to this Counter Indemnity shall have no rights under the Contracts (Rights of Third Parties) Act. 2001 to enforce any of the terms herein.
- 9. Your obligations and liabilities hereunder shall be binding on Your successors and assigns.



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# **IMPORTANT NOTICE**

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 AIG Asia Pacific Insurance Pte. Ltd. or visit the AIG, GIA or SDIC web-sites (www.aig.sg or www.gia.org.sg or www.sdic.org.sg).

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