

Liberty Specialty Markets Singapore Pte. Limited

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# HelperCare

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.



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### Introduction

WHEREAS the Insured by a proposal and declaration to Liberty Specialty Markets Singapore Pte. Limited (hereinafter called "the Company") which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and in consideration of the payment by the Insured to the Company of the Premium.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the terms, limitations, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms of this Policy") the Company will insure in the manner and to the extent stated in the Terms contained in the various sections of the Policy.

## 1. Letter of Guarantee to Ministry of Manpower

The Company will provide a Letter of Guarantee to Ministry of Manpower in lieu of the cash deposit required under section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of Immigration Regulations. General Exceptions and General Conditions under this Policy shall not apply to this Section.

#### 2. Personal Accident

The Company will subject to Terms of this Section pay to the Insured Person or his/her legal personal representatives the Benefit(s) referred to below if during the Period of Insurance, the Insured Person named in the Certificate of Insurance shall sustain Injury caused by an Accident. "Accident" shall mean a sudden, unforeseen and unexpected event which shall be independent of any other cause and

within the twelve calendar months' result in death or disablement.

The coverage provided under Benefit A and B is on a 24-hour worldwide basis with the exception of Benefit C which is limited to Singapore only.

#### **BENEFIT A-DEATH**

Where the Insured Person dies, the Sum Insured is as specified in the Certificate of Insurance.

#### **BENEFIT B-PERMANENT DISABLEMENT**

Where the Insured Person suffers total and permanent loss or disablement, the relevant sum is as specified in the Permanent Disability Scale.

The payment under Benefit B shall be such percentage specified in the Permanent Disability Scale.

#### Scale of Compensation

Description		% of the Sum Insured
•	Loss of two limbs	100%
•	Loss of both hands or of all fingers and both thumbs	100%
•	Total and permanent loss of sight of one eye or both eyes	100%
•	Total and permanent paralysis	100%
•	Injuries resulting in being permanently bedridden	100%
•	Any other injury causing permanent total disablement from engaging in or attending to employment or occupations of any and every kind	100%
•	Loss of arm at shoulder	100%
•	Loss of arm between shoulder and elbow	100%



Sc	ale of Compensation	
•	Loss of arm at elbow	100%
•	Loss of arm between elbow and wrist	100%
•	Loss of hand at wrist	100%
•	Loss of leg at hip	100%
•	Loss of leg between knee and hip	100%
•	Loss of leg below knee	100%
•	Total and permanent loss of sight of eye except perception of light	50%
•	Total and permanent loss of lens of eye	50%
•	Loss of four fingers and thumb of one hand	50%
a.	Loss of four fingers	40%
b.	Loss of thumb  O Both phalanges  One phalanx	25% 10%
C.	<ul><li>Loss of index finger</li><li>Three phalanges</li><li>Two phalanges</li><li>One phalanx</li></ul>	10% 8% 4%
d.	<ul><li>Loss of middle finger</li><li>Three phalanges</li><li>Two phalanges</li><li>One phalanx</li></ul>	6% 4% 2%
e.	Loss of ring finger  Three phalanges  Two phalanges  One phalanx	5% 4% 2%
f.	Loss of little finger  Three phalanges  Two phalanges  One phalanx	4% 3% 2%
g.	Loss of metacarpals  o First or second (additional)	3%
	<ul><li>Third, fourth or fifth (additional)</li></ul>	2%
h.	Loss of toes	

Scale of Compensation			
o All	15%		
<ul> <li>Great, both phalanges</li> </ul>	5%		
<ul> <li>Great, one phalanx</li> </ul>	1%		
i. Total and permanent loss of			
hearing			
o Both ears	75%		
o One ear	15%		
Total and permanent loss of	50%		
speech			

## BENEFIT C-OUTPATIENT MEDICAL EXPENSES DUE TO INJURY

Where the Insured Person sustains injury during the Period of Insurance, resulting from an Accident and certified as essential by a Medical Practitioner up to the limit as specified in the Certificate of Insurance.

This Benefit also extends to cover treatment by Chinese Medicine Practitioner or Chiropractor within 6 months from the date of the Accident, and up to the limit as specified in the Certificate of Insurance.

#### **SPECIAL PROVISIONS TO SECTION 2**

- Loss of limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use
- 2. The total sum payable for Permanent
  Disablement in respect of injury to more than
  one portion of a limb or member or part
  thereof shall not exceed the sum payable in
  respect of such injury to the whole of the limb
  or member or part thereof
- 3. The total aggregate sum payable for Permanent Disablement shall not exceed the sum insured specified under Section 2 Benefit A of the Certificate of Insurance
- **4.** A valid claim made for Section 2 Benefit A or for the maximum payable under Section 2



Benefit B, shall, with effect from the date of the Accident resulting in such claim, discharge the Company from liability for any further claim under Section 2 except for expenses payable under Section 2 Benefit C

of all claims made pursuant to Section 2
Benefit B is less than the sum insured
specified under Section 2 Benefit A, the sum
payable in respect of a subsequent claim
made pursuant to Section 2 Benefit A shall be
the remaining of the insured sum specified
under Section 2 Benefit A after deduction of
the said aggregate sum. Save for this,
payment shall only be made under Section 2
Benefit A or B but not both

### 3. Hospital and Surgical Expenses

Upon admissibility of the claim, the Company will reimburse the Hospital directly for Hospital and Surgical Expenses necessarily incurred as a result of an accident, sickness or disease sustained by the Insured Person while in Singapore, during the Period of Insurance.

While the Insured Person travel Overseas with the Insured and/or Insured's family during the Period of Insurance, the Company will reimburse the Insured for Hospital and Surgical Expenses incurred by the Insured Person due to an Emergency, subject to admissibility of the claim.

If the Insured Person is admitted to a ward higher than the B2 Class of the Government Restructured Hospital or to Private Hospitals or to any Overseas Hospitals for treatment, the Pro-Ration Factor shall apply.

The aggregate total sum payable hereunder in respect of the Insured Person for the Period of Insurance shall not exceed the limit stated in the Certificate of Insurance.

## DEFINITIONS HOSPITAL EXPENSES

Cost of treatment as an inpatient or for Day Surgery in a Hospital which shall include charges for accommodation, x-ray, physiotherapy, 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.

Cost of treatment include Pre-Hospitalisation
Diagnostic Services which means laboratory, x-ray
or other medically necessary diagnostic
procedures and Pre-Hospitalisation Specialist
Consultation ordered in writing by a Medical
Practitioner and which within ninety (90) days of
being carried out, result in the Insured Person
being admitted as an in-patient or day surgery to a
Hospital in Singapore to treat an injury or a
sickness. Provided always that the Company shall
not be liable for any treatment cost incurred prior
to the policy inception.

Cost of follow-up treatment as an outpatient after discharge from hospital is covered up to 90 days from date of discharge.

#### SURGICAL EXPENSES

Cost of surgery and accompanying treatment in a Hospital which shall include charges for accommodation, x-ray, physiotherapy, normal food, medical attendants' fees, surgeon's fees, anaesthetist's fees, theatre and pathology fees, drugs, medicines and any other cost of examination or treatment or special service certified as essential by a Medical Practitioner.

#### **PRO-RATION FACTOR**

In the event the Insured Person is admitted to a ward higher than the B2 Class of the Government Restructured Hospital or to Private Hospitals or to any Overseas Hospitals for treatment, the hospital medical expenses payable under the Policy will be reduced by the percentage as stated below subject to the limits stated in the Certificate of Insurance:



Pro-Ration Factor		
Private Hospitals	50%	
Overseas Hospitals	50%	
A1 Class in Restructured	45%	
Hospitals		
A2 Class in Restructured	35%	
Hospitals		
B1 Class in Restructured	25%	
Hospitals		

The Company may provide a letter of guarantee for the Hospital and Surgical Expenses incurred by the Insured Person in Singapore. If the Company provides a letter of guarantee to the Hospital, the company will pay the Hospital and Surgical Expenses directly to the Hospital, up to the limit specified in the letter of guarantee or Certificate of Insurance, whichever is lower, and subject to the terms and conditions of this Policy. The Insured will only be responsible for the amount that is not covered by the Policy.

### 4. Daily Benefit

(Coverage not applicable)

When the Company is liable to pay under Section 3 of this Policy then the Company will subject to the Terms of this Section pay to the Insured Person a daily recuperation expense amount as stated in the Certificate of Insurance during the Insured Person's stay in a hospital.

Provided always that the Company shall not be liable for any payment beyond 60 days of the Insured Person's hospitalisation.

### 5. Repatriation Expenses

The Company will reimburse the insured for the actual Repatriation Expenses incurred up to the limit stated in the Certificate of Insurance in respect of:

- Transportation cost of conveying the Insured Person to her Home country as a result of being certified by a Medical Practitioner to be medically unfit to perform her duties as a domestic helper under her contract for the next 6 months from the date of illness or accident
- Cost of burial or cremation of the Insured Person and/or the transportation cost of conveying the body or ashes to her Home country

It is a condition precedent to the Company's liability to reimburse the Repatriation Expenses that a detailed account of expenses incurred be submitted to and approved by the Company.

### 6. Wages and Levy Reimbursement

The Company will subject to the Terms of this Section pay to the Insured the pro rata wages and Government Levy imposed on foreign domestic helpers up to the limit stated in the Certificate of Insurance in the event of the Insured suffering the loss of service of the Insured Person caused by her hospitalisation due to illness or accident the expenses of which are insured and payable under Section 2 or 3 of this Policy. Provided always that the Company shall not be liable for any payment beyond 60 days of the insured Person's hospitalisation.

### 7. Re-hiring Expenses

The Company shall pay to the Insured the agency fees incurred in hiring a replacement domestic helper up to the limit as stated in the Certificate of Insurance as a result of termination of the Insured's services following death or permanent disablement of the Insured Person as a result of an accident subject to a proper certification by a Medical Practitioner and provided that prior agreement is obtained from the Company for all



such expenses and that the replacement helper be employed within 30 days of the death or repatriation of the Insured Person.

#### **EXCEPTIONS TO SECTION 7**

- 1. Local helper
- 2. No payment shall be made under this Section if the death or permanent disablement of the Insured Person is caused directly or indirectly by the Insured and/or the Insured's family members residing with the Insured

## 8. Outpatient Kidney Dialysis/Cancer Treatment

The Company shall, subject to the limits as specified in the Certificate of Insurance, pay to the Insured actual expenses for outpatient kidney dialysis or cancer treatment incurred in Singapore as certified necessary by a Medical Practitioner.

## 9. Special Grant

The Company shall pay the Insured Person, the sum as specified in the Certificate of Insurance following the unfortunate demise of the Insured Person by any cause.

## 10. Reimbursement of Indemnity Paid to Insurer

(Coverage only applicable if option is taken up)

This Section will reimburse the Insured subject to the terms conditions and exceptions of the Policy if during the Period of Insurance the Insured's Letter of Guarantee, which has been effected in lieu of the security deposit required by Ministry of Manpower, is forfeited due to any breach by the Insured Person (named in the Schedule) of the conditions of the Security Bond imposed under section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of

Immigration Regulations, including her unexplained disappearance.

#### **EXCEPTIONS TO SECTION 10**

The Company will not pay for:

- Any breach by the insured of the conditions of the Security Bond imposed by Ministry of Manpower section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of Immigration Regulations
- Any loss, claim or payment of which the Insured is aware of prior to the effective date of cover of the Insured/ Domestic Helper declared herein
- 3. Any loss, claim or payment incurred by the Insured within the first 30 days from the effective date of cover of the Insured/ Domestic Helper declared herein.
- 4. Any loss, claim or payment incurred by the Insured/Employer after 7 days of the cancellation of the Work Permit by the Insured/Employer
- The excess stated in the Certificate of Insurance
- 6. Any loss claim or payment arising out of any circumstance caused directly or indirectly by the Insured and/or the insured's family members/tenants residing with the Insured

### 11. Helper's Personal Belongings

The Company will reimburse the Insured Person up to the limit stated in the Certificate of Insurance for loss or damage to personal effects belonging to the Insured Person caused by fire, water following bursting or overflowing of water tank(s), apparatus or pipe(s) or flood damage including theft accompanied by forcible and violent entry to or exit from the Insured's residence in Singapore.



### 12. Helper's Liability to Third Party

The Company will indemnify the Insured sums including all costs and expenses arising out of litigation which the Insured may be legally liable as a result of the negligence of the Insured Person arising out of and in the course of the Insured Person's employment with the Insured resulting in bodily injury or death to third parties and/or accidental damage to third parties property occurring during the Period of Insurance and subject to the limits as specified in the Certificate of Insurance.

#### **EXCEPTIONS**

The Company will not pay for liability arising from:

- Accidental, injury or death and/or loss or damage to property belonging to or in the custody of the Insured Person, the Insured and/or the Insured's family/household members residing with the Insured.
- Any agreement made between the Insured Person and/or the Insured and the third party unless liability would have existed otherwise.
- 3. Any wilful or malicious act.
- **4.** The ownership or use of any:
  - a. Private motor vehicle
  - Watercraft or aircraft other than handpropelled models
  - c. Livestock other than domestic animals
  - d. Firearms
- 5. Alterations, additions or repair works
- **6.** Liquidated damages awarded under any penalty clause or any punitive or exemplary damages
- Third party accidental injury or death and/or third party property damage occurring in USA or Canada
- **8.** Any judgement that are not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore.

### **General Exceptions**

The Company will not pay for any claims directly or indirectly caused by, or arising from or in connection, with the following.

## Group A: Treatment that is elective and not medically necessary

- a. Ambulance fees
- b. Cosmetic surgery for self-beautification
- Dental treatment or service for the Insured Person that is not necessitated by any accident
- d. Any vaccination
- e. Any contraceptive operation or procedure for the Insured Person, including any related complication from that operation or procedure
- f. Any operation or procedure for or in respect of
  - i. Any assisted conception for the Insured Person including any related complication from that operation or procedure; or
  - ii. Any treatment of infertility or subfertility suffered by the Insured Person, including any related complication from that operation or procedure
- g. Sex re-assignment surgery for the Insured Person, including any related complication from that surgery
- h. Related-outpatient expenses incurred after the 7th calendar day from being certified to be medically fit for discharge from an inpatient treatment and assessed to have a feasible discharge option by a medical practitioner
- Optional items such as television, telephone, special requested meals and other items which are not necessary for the treatment of any medical condition or injury suffered by the Insured Person



- j. Any screening or test that is unrelated to any in-patient care or day surgery
- k. Treatment of a preventive nature

## Group B: Treatment resulting from Insured or Insured Person's acts

- Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising from any malicious, unlawful or wilful act of
  - i. the Insured: or
  - ii. any family member of the Insured
- Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising from any criminal act of the Insured Person
- c. Treatment for or in respect of pregnancy
   of the Insured Person, or childbirth
   (including any delivery procedure such as
   caesarean delivery) or abortion undergone
   by the Insured Person, including any
   related complication from that treatment
- d. Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising from the Insured Person's voluntary participation in any hazardous sport, including any winter sport (such as skiing or snowboarding), underwater activity (such as snorkelling or scuba diving), aerial activity (such as taking a helicopter tour or para-gliding) or motor sport (such as motorcycle racing or motor car racing)
- e. Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising directly or indirectly from any nuclear fallout
- f. Treatment for or in respect of any medical condition or injury of the Insured Person arising from any war, war-like situation, civil war, mutiny, rebellion, revolution or act of terrorism
- g. Treatment for or in respect of any sexually transmitted disease, AIDS (Acquired Immune Deficiency Syndrome) or ARC

- (AIDS Related Complex) suffered by the Insured Person
- Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising from the Insured Person's addiction to a controlled drug
- The second or subsequent occasion of the treatment described in each of the following sub-paragraphs:
  - i. Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising from the Insured Person's addiction to alcohol, or to a drug that is not a controlled drug
  - ii. Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising from the Insured Person's voluntary participation in any strike, riot or civil commotion, whether or not arising from the same strike, riot or civil commotion
  - iii. Treatment for or in respect of any medical condition or injury suffered by the Insured Person arising from
    - a) Any attempted suicide by the Insured Person, whether or not arising from the same attempted suicide; or
    - b) Any self-inflicted injury by the Insured Person, or any attempt by the Insured Person to cause selfinflicted injury, whether or not arising from the same self-inflicted injury or attempted self-inflicted injury
  - iv. Treatment for or in respect of any psychiatric or nervous or mental



disorder suffered by the Insured Person

#### Group C: Others

- a. Treatment within the first 12 months of employment with the same employer/Insured, for or in respect of any pre-existing medical condition that is known to the employer/Insured or the Insured Person before the commencement of the insurance cover for the Insured Person
- Treatment for or in respect of any birth defect, congenital abnormality or hereditary condition suffered by the Insured Person, including any related complication from that treatment
- Treatment received by the Insured Person outside Singapore (except due to Emergency as specified under Section 3 Hospital and Surgical Expenses)
- d. Private nursing fees
- e. Purchase of medical equipment
- f. Medical repatriation
- g. Outpatient rehabilitation such as physiotherapy, occupational therapy and speech therapy, unless recommended by a medical practitioner during the Insured Person's day surgery or hospitalisation period
- h. Traditional, complementary or alternative medicine except as covered under Benefit
   C – Outpatient Medical Expenses due to Injury
- Treatment for which the Insured Person received reimbursement under any insurance relating to work injury compensation required under the Work Injury Compensation Act 2019 or other forms of insurance coverage

### **Terrorism Exclusions**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government, 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Subject otherwise to the terms, conditions and exceptions of this Policy.

## Sanction Limitation and Exclusion Clause

This policy shall not be deemed to provide any cover or benefit, or pay any claim, to the extent that the provision of such cover or benefit or



payment of such claim would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.

#### **General Conditions**

#### 1. **DEFINITIONS**

#### a) Chinese Medical Practitioner

A legally licensed herbalist, acupuncturist or bonesetter who is registered and can practice within the scope of their license under the laws of Singapore. This cannot be the Insured or Insured Person's family member, partner, business partner, employer, employee or agent.

#### b) Chiropractor

A legally licensed practitioner in chiropractic medicine who is registered and can practice within the scope of their license under the laws of Singapore. This cannot be the Insured or Insured Person's partner, business partner, employer, employee or agent.

#### c) Co-Insurance

Shall mean the percentage of each and every claim for which the Insured is liable to pay. For this purpose, all claims arising from the same cause including any complications therefrom, except that if the Insured Person completely recovers after a continuous period of 14 clear days following the latest discharge from hospital, shall be considered as the same claim.

The Co-insurance is subject to Goods & Services Tax (GST) if applicable.

#### d) Emergency

An unexpected event which affects the

Insured Person's health and needs immediate medical treatment to prevent death or serious immediate or long-term health problems. This must be confirmed by a Medical Practitioner

#### e) Home Country

Any country of which your domestic helper is a citizen

#### f) Hospital

An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, as bedpaying patients, and which:

- has facilities for diagnosis and major surgery
- provides 24 hours a day nursing services by registered graduate nurses
- iii) is under the supervision of a physician, and
- iv) is not primarily a nature cure clinic, a place for alcoholics or drugs addicts, a nursing, rest or convalescent home or similar establishment, or home for the aged

#### g) Illness

A physical condition, marked by a pathological deviation from the normal healthy state

#### h) Injury

Bodily injury caused by force or violent, external and visible means

#### i) Medical Practitioner

A registered and legally qualified physician, doctor or surgeon by a medical degree in western medicine and authorised by the medical licensing authority of that country to provide medical or surgical services within



the scope of their license and training. The Medical Practitioner cannot be the Insured or Insured Person's family member or travelling companion, partner, business partner, employer, employee or agent.

#### i) Overseas

Any country outside Singapore

#### k) Period of Insurance

The period specified in the Certificate of Insurance and during which the Insured Person is in the immediate employment of the Insured and holds a valid work permit in respect of such employment that has not been cancelled whether temporarily or otherwise. For the purpose of this definition, it is agreed that the period shall be automatically extended by another fourteen (14) days upon termination of the Insured Person's work permit

#### I) Pre-existing Condition

A condition which existed or have developed symptoms or there exist manifestation of illness or medical treatment have been sought on drugs and medicine have been prescribed before the effective date of cover in respect of the Insured Person of which the Insured Person was aware or should reasonably have been aware or based on normal medically accepted physical or pathological development of the illness or illnesses

#### 2. INTERPRETATION

This Policy and the Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Certificate of Insurance shall bear such meaning wherever it may appear.

## 3. CONDITIONS PRECEDENT TO THE COMPANY'S LIABILITY

The due observance and fulfillment of the terms provisions and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured and/or the Insured Person and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### 4. ALTERATION

This Policy shall cease to be in force if there be any material alteration in risk unless the Company by endorsement declares the Insurance to be continued.

#### 5. REASONABLE PRECAUTION

The Insured and the Insured Person shall take all reasonable precautions to safeguard the insured Person against accidents and disease.

#### 6. CLAIMS PROCEDURE

On the happening of any accident or illness which may give rise to a claim under this Policy the insured or save for Clause 6(e) the Insured Person shall:

- a) Give notice in writing to the Company within twenty-one (21) days stating the circumstances of the death injury or illness
- b) Deliver to the Company as soon as reasonably practicable a claim in writing with such detailed particulars and proofs as may be reasonably required
- c) Give the Company all reports certificates and information required by the Company which shall be furnished at the Insured's/Insured Person's expense and shall be in such form as the Company shall prescribe



- d) Ensure that the Insured Person shall from time to time submit herself to medical examination at the expense of the Company as may be required in connection with any claim
- e) Ensure in the case of death where any reasonable doubt exists as to the cause thereof that a Medical Practitioner appointed by the Company is allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense

#### 7. FRAUDULENT CLAIMS

If the Insured and/or the Insured Person or anyone acting on their behalf made any claim under this Policy knowing the claim to be fraudulent this Policy shall become void and all benefits forfeited.

#### 8. POLICY ASSIGNMENT

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

#### 9. DISCHARGE

The receipt of the Insured or the Insured Person or of their legal personal representatives as the case may be shall in all cases be an effectual discharge to the Company.

#### 10. CANCELLATION

- a) The Policy may be cancelled by the Insurer or the Insured by giving seven days' notice by registered letter to the respective parties at their last known address
- b) In the event of termination of the employment contract in Singapore the cover ceases automatically. The Letter of Discharge from Ministry of Manpower

shall be deemed to cancel the Policy from the date of the Letter of Discharge. For the purpose of this condition, it is agreed that the validity of the cover shall be automatically extended for a further period of seven (7) days from the termination of the employment contract

c) The Company will refund the premium based on the following Short-term Refund Table:

#### **Short-term Refund Table:**

Period of	26 Months	14 Months	
Cancellation	Policy	Policy	
Within 60	70% of	70% of	
days	Premium	Premium	
Within 61 to	50% of	50% of	
120 days	Premium	Premium	
Within 121	30% of	No Refund	
to 180 days	Premium	No Refund	
After 180	No Refund	No Refund	
days	No Refund		

**d)** No premium refund shall be given in the event of a claim.

## 11. OTHER INSURANCES (NOT APPLICABLE TO SECTION 2-BENEFITS A AND B)

If at the time of any loss damage or liability hereby insured, there be any other subsisting Insurance or Insurances whether effected by the Insured or by any other person or persons covering such loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.

#### 12. ARBITRATION

Any dispute arising out of this Policy shall be referred to the Financial Industry Disputes Resolution Centre 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") in force at that time. The arbitration shall be conducted in English by one (1) arbitrator in Singapore.

#### 13. LIMITATION

- a) The Company is not liable to provide any coverage or make any payment under the Policy if to do so would be in violation of any written law (in Singapore or otherwise) or expose the insurer to economic sanctions
- b) The Company shall not be liable to pay any Benefit after the expiration of twelve months from the happening of the event giving rise to a claim unless the claim in respect of the event is the subject of pending arbitration

#### 14. SUBROGATION

In the event of a claim the Company shall be entitled to undertake in the name and on behalf of the Insured and/or the Insured Person the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured and/or the Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

## 15. CONTRACT (RIGHTS OF THIRD PARTIES) ACT

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

### **Payment before Cover Warranty**

- 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 intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement
- 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 be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement

### **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 us (servicecenter@libertyinsurance.com.sg) or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

