

## Domestic Maid Insurance Policy

**WHEREAS** the Insured by a proposal and declaration to **Liberty Insurance Pte Ltd** (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.

### SECTION I - 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.

### 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 bodily injury caused by accidental means (hereinafter referred to as the "Accident"). "Accident" or "Accidental" shall mean an unforeseen and unexpected event which shall be independent of any other cause and within the twelve calendar months result in death or disablement or expenses.

#### 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.

### PERMANENT DISABILITY SCALE

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

### BENEFIT C - MEDICAL EXPENSES

Medical, surgical, hospital, nursing home or massage expenses incurred during the Period of Insurance resulting from an Accident and certified as essential by a registered medical practitioner up to the limit as specified in the Certificate of Insurance.

### SPECIAL PROVISIONS TO SECTION 2

1. 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.
5. Where the aggregate sum payable in respect 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.

### SECTION 3 - HOSPITAL AND SURGICAL EXPENSES

The Company will reimburse the Insured for Hospital and Surgical Expenses necessarily incurred as a result of an accident sickness or disease sustained by the Insured Person commencing or occurring during the Period of Insurance. If the Insured Person is admitted to a ward higher than the 6-Bedded of the Government Restructured Hospital or to Private 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 of a Hospital or nursing home (including private nursing as an inpatient if certified as essential by a registered medical practitioner) in Singapore which shall include charges for accommodation, x-ray, massage, normal food, medical attendants' fees, radiological treatment, drugs, medicines and any other costs of examination treatment, or special services certified as essential by a registered medical practitioner. 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 or nursing home (including private nursing as an inpatient if certified as essential by a registered medical practitioner) in Singapore which shall include charges for accommodation, x-ray, massage, normal food, medical attendants' fees, surgeon's fees, anaesthetist's fees, theatre and pathology fees, drugs, medicines and any other cost of examination or treatment or special service certified as essential by a registered medical practitioner.

#### PRO-RATION FACTOR

In the event the Insured Person is admitted to a ward higher than the the 6-Bedded of the Government Restructured Hospital or to Private 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:-

	<u>Pro-Ration Factor</u>	
Private Hospitals		45%
A1 Class in Restructured Hospitals		35%
A2 Class in Restructured Hospitals		25%
B1 Class in Restructured Hospitals		15%

### EXCEPTIONS TO SECTION 3

This insurance shall not apply to

1. Any expense in respect of neurasthenia or mental disease of any kind, congenital defects or diseases, venereal diseases or any accident or disease in anyway attributed to chronic alcoholism.
2. Any expense in respect of treatment in mental hospitals or homes or infant welfare centres.
3. Any expense in respect of any hospital confinement, surgical operation, treatment or service which have not been previously recommended by a registered medical practitioner.
4. Any expense in respect of treatment undertaken as a preventive measure including but not restricted to vaccination, inoculations, contraception and other prophylactic treatment.
5. Any expense in respect of normal dental inspection and or treatment or in obtaining dentures or eye glasses or the like or hearing aids unless otherwise resulting from an accident as defined in Section 2 above.
6. Cosmetic or plastic surgery other than therapeutic surgery considered as essential by a registered medical practitioner to remedy a malfunction.

### SECTION 4 – DAILY BENEFIT

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.

### SECTION 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:-

1. Conveyance of the insured Person to her country of origin as a result of being certified by a registered medical practitioner to be medically unfit to perform her duties as a domestic maid under her contract for the next 6 months from the date of illness or accident.
2. Burial or cremation of the Insured Person and/or conveyance of body or ashes to her country of origin. It is a condition precedent to the Company's liability to reimburse the Repatriation Expenses that a detailed account be submitted to and approved by the Company.

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### SECTION 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.

### SECTION 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 shown on the Schedule as a result of termination of the Insureds services following death or permanent disablement of the Insured Person as a result of an accident subject to a proper certification by a Singapore Government registered physician or surgeon and provided that prior agreement is obtained from the Company for all such expenses and that the replacement maid 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.

## **SECTION 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 registered medical practitioner.

## **SECTION 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.

## **SECTION 10 - REIMBURSEMENT OF INDEMNITY PAID TO INSURER (ONLY APPLICABLE IF 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:

1. 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.
2. Any loss, claim or payment of which the Insured is aware of prior to the effective date of cover of the Insured/ Domestic Maid 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 Maid declared herein. This exception shall not be applicable if the effective date of cover is the same as the signature date in the Security Bond referred to in Exception 1 above.
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.
5. 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.

### **GENERAL EXCEPTIONS**

1. The Company will not pay for:-

- a. Any expenses or compensation for treatment or service incurred as a direct or indirect result of pre-existing conditions. This exception, however, shall not apply if the Insured Person is continually covered under another insurance policy with any insurance company for the last 12 months.
  - b. Any expenses or compensation for ongoing/continual treatment or service incurred as a direct or indirect result of existing conditions/illnesses where the limits under the original Plan/Policy limit have been fully utilized.
  - c. Any consequential loss or damage of any kind whatsoever.
  - d. Charges which are not for actual, necessary and reasonable expenses incurred in the treatment of the Illness or Injury.
  - e. Charges for private nursing, consultation with a general practitioner and/or traditional Chinese physician, routine health checks, precautionary services, acupuncture and inoculation.
  - f. Charges for services and items that are non-medical in nature, e.g. telephone, television, newspapers etc whilst as an in-patient.
  - g. Services or treatment of any institution that is mainly long term care facility like convalescent and nursing homes, nature cure clinics, spa, hydro-clinic or sanatorium and establishments that provides only incidental or limited hospital services.
  - h. Treatments arising from any geriatric, psycho-geriatric, psychiatric conditions or physiotherapy.
  - i. Treatment by the Insured, Insured's family member.
  - j. Treatment that is not scientifically/medically recognised.
  - k. Expenses recoverable from a third party, including Workmen's Compensation Insurance or Social Security Organisation.
  - l. Treatment for obesity, weight reduction and weight improvement.
2. The Company will not indemnify or pay the Insured and/or Insured Person for bodily injury to the Insured Person and/or expenses directly or indirectly consequent upon.
- a. Any unlawful act of the Insured Person or wilful exposure to danger (other than in an attempt to save human life) suicide attempted suicide or intentional self injury or any attempt thereat while sane or insane or caused directly by a deliberate act of the Insured and/or the Insured's immediate family member residing with the Insured. This exception shall, however, not apply to coverage under Section 5 - Repatriation Expenses.
  - b. The effect or influence (temporary or otherwise) of intoxicating liquor or drugs not prescribed by a Registered Medical Practitioner or any congenital defects or insanity or conditions related to functional disorder of the mind, nervous disorders or venereal diseases or AIDS (Acquired Immune Deficiency Syndrome) ARC (AIDS Related Complex) or other communicable diseases requiring isolation or quarantine by law.
  - c. Pregnancy, childbirth, miscarriage, abortion, sterilisation, menopause or any complications there from.
  - d. Winter sports, rock climbing, mountaineering, speleology, pot- holing, sky diving, hang gliding, water-skiing, under-water activities involving artificial breathing apparatus, parachuting, football, rugby, ice hockey, polo, steeple-chasing, boxing, wrestling or the performance of martial arts, hunting, racing of any kind other than on foot.
  - e. Being in or on or entering or descending from any aircraft other than a fully licensed passenger-carrying aircraft operated by a recognised commercial air transport organization on a Recognised Air Route in which the Insured Person is travelling other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon. For the purpose of this exception a Recognised Air Route shall be deemed to be one on which airports have adequate safety facilities and recognised aids for the type of aircraft employed when taking off and landing and which is flown regularly by the commercial air transport organisation so that its flying personnel are familiar with the approaches and landing facilities provided.
  - f. Riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for social, recreation, sports, exhibition, competition or for any other purpose of any kind whatsoever.
  - g. Any action for compensation brought in the Courts of Law of any territory outside Singapore.
3. The Company will not indemnify or pay the Insured and/or Insured Person for loss, damage, injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of or contributed to by
- a. War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
  - b. Riot, strike or civil commotion.
  - c. Any act of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by forces of any de jure or de facto Government or to influencing of it by terrorism or violence.
  - d. Earthquake, volcanic eruption, flood, avalanche or tempest.
  - e. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
  - f. Nuclear weapons material.
  - g. Any wilful act or wilful negligence of the Insured/Insured Person or of his/her representatives. This exception shall however not apply to coverage under Section 5 - Repatriation Expenses
4. This Insurance shall not apply to an Insured Person who has attained the age of 65 years old. In any claim and in any action suit or other proceedings where the Company alleges that by reason of any of the above Exceptions any loss is not covered by this Policy the burden of proving that such loss is not covered shall be upon the Company.

## **TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism 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 organization(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 allege 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.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

A person or company who is not a party to this Policy, has no right under the Contracts (Right of Third Parties) Act 2001 to enforce any terms of this Policy. Subject otherwise to the terms, conditions and exceptions of this Policy.

## **GENERAL CONDITIONS**

### **1. DEFINITION**

#### **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 seven (7) days upon termination of the Insured Person's work permit.

#### **HOSPITAL**

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

- i) has facilities for diagnosis and major surgery,
- ii) 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.

#### **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.

#### **ILLNESS**

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

#### **INJURY**

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

### **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 qualified 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. There will be no refund or endorsement to be issued upon cancellation of the Policy

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

All differences arising out of this Policy shall be referred to the decision of an arbitration to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company.

13. LIMITATION

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.

**PAYMENT BEFORE COVER WARRANTY**

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or 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.