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FOREIGN WORKERS MEDICAL INSURANCE

1. INTRODUCTION

In consideration of the payment of the premium stated in the Policy, the Company agrees to indemnify or compensate the Insured on reimbursement basis, whose Insured Workers are as listed in the Policy Schedule or as per Work Permit or S Pass Numbers declared to us, in the manner and extent of the Schedule of Benefits selected for hospital and surgical expenses incurred during the period of insurance.

The Policy Schedule, conditions, exclusions and endorsements and memoranda shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

The Proposal or Statements made to the Company by the Insured in connection with this insurance shall be the basis of and shall form part of this contract.

2. GEOGRAPHICAL LIMITS / SCOPE OF COVER

The Policy provides 24 hours coverage within Singapore only. In the event that an Insured Worker is entitled to benefits payable under Workmen's Compensation Act or similar legislation, any group or individual insurances, the benefit payable under the Policy shall be limited to the balance of charges not covered by benefits payable under the Act or similar legislation, and other insurances or that calculated from the Schedule of Benefits, whichever is the lesser.

3. POLICY PERIOD

Insurance shall commence from the date specified on the Policy Schedule. The Policy is an annual contract, renewable each year on the due date, subject to the renewal terms of the Company. This Policy is renewable at the option of the Company.

4. ELIGIBILITY

All Foreign Workers employed by the Insured holding Work Permit or S Pass below the age of 65 years old shall be eligible to join.

The eligible workers to be covered under the Policy will be listed in the Policy Schedule or as per Work Permit or S Pass Numbers declared to us, at the commencement of the Policy.

5. PREMIUM ADJUSTMENT AND DECLARATION

- a) For Group Size 10 and below
New workers will be covered only upon written declaration to the Company. The additional premium payable will be on a pro-rata basis.

Written notice must be given to the Company for any deletions of Insured Workers from the Policy. Such declarations must be given within 30 days from the cancellation date of the Work Permit or S Pass. The premium adjustment will be based on the following short term premium rate:-

<u>Period of Cover</u>	<u>Premium Charged</u>
Below 1 month	25%
Below 3 months	50%
Below 6 months	75%
6 months and above	1 full year premium

- b) For Group Size 11 and above
All new workers employed by the Insured will be automatically covered, subject to declaration being made on a quarterly basis.
The premium adjustment will be based on net increase or decrease in the number of Insured Workers as follows:-
 - i) 1st Quarter – Additional premium or refund based on 7/8 of annual premium per Insured Worker.
 - ii) 2nd Quarter – Additional premium or refund based on 5/8 of annual premium per Insured Worker.
 - iii) 3rd Quarter – Additional premium or refund based on 3/8 of annual premium per Insured Worker.
 - iv) 4th Quarter – Additional premium or refund based on 1/8 of annual premium per Insured Worker.

6. PRE-EXISTING CONDITIONS

- a) For Group Size 10 and below
Any pre-existing illnesses and conditions are permanently excluded from cover for all Workers.
- b) For Group Size 11 and above
Any pre-existing illnesses and conditions will only be covered after 12 months of continuous insurance commencing from the effective date of cover, unless they have been continuously insured for 12 months without any lapse of cover under the Insured’s Group Hospital & Surgical Insurance with the previous Insurer.

7. DEFINITIONS

- a) **“Accident”** shall mean an event of violent, accidental, external and visible nature which shall independently of any other cause be the sole cause of bodily Injury.

- b) **“Illness”** shall mean a physical condition, marked by a pathological deviation from the normal healthy state.
- c) **“Injury”** shall mean bodily injury caused by force or violent, external and visible means.
- d) **“Hospital”** shall mean only 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.
- e) **“Physician”** or **“Surgeon”** shall mean only a person qualified by degree in Western Medicine and legally licensed and duly qualified to practice medicine and surgery authorised in the geographical area of his practice.
- f) **“Physician’s Visit”** shall mean a physician’s visit to the hospital bedside of an Insured Worker for treatment of a non-surgical disability.
- g) **“Pre-Existing Illness”** shall mean any 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 any Insured Worker of which the Insured Worker was aware or should reasonably have been aware or based on normal medically accepted physical or pathological development of the illness or illnesses.
- h) **“Policy”** shall mean this agreement, all schedule, riders, endorsements and any amendments signed by an Authorised Officer of the Company the application (if any) of the Insured and any individual health declaration form or any other form signed by the Insured Worker or the Insured constituting the entire contract, if applicable.
- i) **“Pro-ration Factor”** shall mean that in the event the Insured Worker is admitted to a ward higher than the Plan entitlement or to a 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 Schedule of Benefits:-
- | Pro-ration Factor | |
|------------------------------------|-----|
| Private Hospitals | 45% |
| A1 Class in Restructured Hospitals | 35% |
| A2 Class in Restructured Hospitals | 25% |
| B1 Class in Restructured Hospitals | 15% |
- j) **“Deductible”** shall mean the portion of claim for which the Insured is liable to pay for each and every claim. For this purpose, all claims arising from the same cause including any complications therefrom, except that if the Insured Worker completely recovers after a continuous period of 14 clear days following the latest discharge from hospital, shall be considered as the same claim.
- k) **“Co-insurance”** shall mean the percentage of each and every claim for which the Insured is liable to pay for each and every claim. For this purpose, all claims arising from the same cause including any complications therefrom, except that if the Insured Worker completely recovers after a continuous period of 14 clear days following the latest discharge from hospital, shall be considered as the same claim.

- 1) **“Per Person Per Disability”** shall mean all complications and conditions arising from the same illness or injury provided always that if a recurrence or relapse of such complications or conditions occur after 30 days following the latest discharge from Hospital, it shall be considered a new disability.

7. DESCRIPTION OF BENEFITS

The aggregate total sum payable hereunder in respect of the insured worker for the Period of Insurance shall not exceed the limit stated in the Policy Schedule.

- a) **Hospital Room and Board** - charges for room and board accommodation inclusive of meals and general nursing services for each day of confinement as a patient in the hospital.
- b) **Intensive Care Unit** – charges for an intensive care unit, provided it is certified medically necessary by the attending physician or surgeon.
- c) **Hospital Miscellaneous Services** – hospital charges for operating room, X-ray examinations, medicines, dressings, ordinary splints, plaster casts, electrocardiograms, basal metabolism tests, laboratory tests, intravenous infusions, blood transfusions, physiotherapy, ambulance services for transporting an Insured to a hospital which results in an inpatient treatment or surgery and other customary services rendered or supplied during the confinement period.
- d) **Surgical Fees** – fees actually charged for the operation by the surgeon and anesthetist charges including the surgeon’s hospital visit to the patient and post surgical care up to maximum of 90 days from the date of operation or discharge from hospital, subject to the limits stated in the Schedule of Benefits.
- e) **Pre-Hospitalisation Diagnostic X-Ray & Lab Test** – charges for diagnostic X-ray and laboratory examinations or tests which are recommended by a licensed physician because of illness or injury incurred within 90 days prior to hospital confinement or surgical operation. Payment will not be made for clinical treatments (including medications and subsequent consultations after an illness is diagnosed), or if the Insured Worker is not subsequently hospitalised or surgically treated after such consultations or examinations.
- f) **Pre-Hospitalisation Specialist Consultation Fees** – charges for consultation by i) General Practitioner and ii) Specialist opinion or advice which are recommended in writing by a General Practitioner because of illness or injury incurred within 90 days prior to hospital confinement or surgical operation. Payment will not be made for clinical treatments (including medications and subsequent consultations after an illness is diagnosed), or if the Insured Worker is not subsequently hospitalised or surgically treated after such consultations or examinations.
- g) **In-Hospital Physician’s Visits** – fees charged by the physician for treatment or visits made to a patient, for whom a full day’s room charge is made by the hospital for non-surgical treatment.
- h) **Post-Hospitalisation Treatment** – expenses for follow-up treatment at the same hospital up to a period of 90 days immediately following discharge from hospital.
- i) **Special Grant** – compensation amount payable to the Employer or legal representative in the event of death of the Insured Worker for an Injury or Illness during or after treatment at a Hospital or in a Day Surgery Ward. This compensation is payable for non-work related Injury or Illness within Singapore only, which does not arise out of and/or in the course of employment.

8. OPTIONAL COVERS (if applicable)

a) Outpatient Kidney Dialysis and Cancer Treatment

i) **Outpatient Kidney Dialysis Treatment**

The Company shall pay the amount actually charged for Outpatient Kidney Dialysis performed at a legally registered dialysis centre or unit but this benefit shall not exceed the maximum limit per year as stated in the Schedule of Benefits.

ii) **Outpatient Cancer Treatment**

The Company shall pay the amount actually charged for Outpatient Cancer treatment provided by the outpatient department of a hospital or a registered cancer treatment centre including examinations and tests ordered by a medical practitioner but this benefit shall not exceed the maximum limit per year as stated in the Schedule of Benefits.

“Cancer” means a disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The term “Cancer” also includes leukemia and malignant disease of the lymphatic system such as Hodgkin’s disease. Any non-invasive cancer in situ and all skin cancers except invasive melanoma are excluded.

b) **Outpatient Specialist Consultation**

The Company shall pay the amount actually charged for Outpatient Services prescribed by a Specialist/Consultant to whom the Insured has been referred to by another Physician subject to the limits stated in the Schedule of Benefits.

9. EXCLUSIONS

Treatments arising directly or indirectly from the following conditions, activities, items, and their related expenses and any complications relating thereto are excluded from this insurance and the Company shall not be liable for:-

- a) charges which are not for actual, necessary and reasonable expenses incurred in the treatment of the Illness or Injury.
- b) pre-existing Illnesses except as defined under point 6 (Pre-existing Conditions).
- c) outpatient treatment not related to in-patient treatment or day surgery except as provided under point 8b (Outpatient Specialist Consultation).
- d) costs resulting from abuse of drugs or alcohol, self-inflicted injuries, criminal act of the Insured Worker and sexually transmitted diseases, or treatment which in anyway arises from, is attributable to, or is consequential upon Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex Syndrome (ARCS) and all diseases caused by and/or related to the virus HIV positive, and any communicable diseases requiring isolation or quarantine by law.

- e) treatment for Injuries or diseases arising from or consequent upon war (whether declared or undeclared), riot, civil commotion, civil war, invasion, acts of foreign enemies, hostilities, rebellion, mutiny, revolution, insurrection or military or usurped power, confiscation or nationalisation by or under the order of any government or public or local authority nuclear energy (nuclear reactions radiation contamination), illegal act and full-time service in any of the uniform groups except reservist duty or training.
- f) Preventive treatments or medicines, routine medical examinations (including vaccinations, the issue of medical certificates and attestations), routine eye and ear examinations, refractive errors of the eyes, cosmetic or plastic surgery and the provision of appliances including spectacles, special braces, hearing aids, lenses, wheelchairs and any prosthetic devices.
- g) dental care and treatment (including oral surgeries).
- h) pregnancy including childbirth, caesarean operation, abortion, ectopic pregnancy, hydatidiform mole, miscarriage (except as a result of an accident), treatments against infertility, sterilisation and contraception.
- i) treatments relating to birth defects, congenital abnormalities and hereditary conditions.
- j) charges for private nursing, consultation with a general practitioner and/or traditional Chinese physician, routine health checks, precautionary services, acupuncture and inoculation.
- k) charges for services and items that are non-medical in nature, e.g. telephone, television, newspapers etc whilst as an in-patient.
- l) 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.
- m) treatments arising from any geriatric, psycho-geriatric, psychiatric conditions or physiotherapy.
- n) treatment by a family member.
- o) treatment that is not scientifically/medically recognised.
- p) expenses recoverable from a third party, including Workmen's Compensation Insurance or Social Security Organisation.
- q) treatment for obesity, weight reduction and weight improvement.

10. CONDITIONS

a) Termination of Cover

Cover for the Insured Worker ceases :-

- a) on the date of termination of the policy; or
- b) on the date of termination of employment with the Insured; or
- c) upon attaining age 70; or
- d) if the Insured fails to pay the required premium for the Insured Workers on the premium due date.

b) Cancellation

This Policy may be cancelled by either the Company or the Insured by giving 30 days notice in writing.

Pro-rata refund of premium will be made to the Insured if the Policy is cancelled by the Company during its currency.

Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

If the Insured terminates the Policy, the premium charged will be based on the following short term premium rate subject to a minimum premium of S\$50:-

<u>Period of Cover</u>	<u>Premium Charged</u>
1 month	3 months' rate
2 months	4 months' rate
3 months	6 months' rate
4 & 5 months	7 months' rate
6 & 7 months	9 months' rate
8 months and above	1 full year premium

No premium will be refunded if claims have already been made by the Insured.

c) Claims Procedure

Written notice of claim must be given to the Company within 31 days from the date of discharge after the occurrence of any hospitalisation or surgery covered by the Policy.

Insured Workers are to submit the following documents upon discharge for reimbursement:

- Completed and duly signed Hospital & Surgical Claim Form
- Originals of final itemised hospital bills and medical bills/receipts
- Discharge summary/medical report (if any)

Affirmative proof of Illness or Injury must be submitted to the Company at the expense of the Insured Worker.

d) Other Insurance

When an Insured Worker is entitled to benefits payable under Workmen's Compensation Act or similar legislation, any group or individual insurances, the benefit payable under the policy shall be limited to the balance of charges not covered by benefits payable under the Act or similar legislation, and other insurances or that calculated from the Schedule of Benefits, whichever is the lesser.

e) Legal Proceedings

The parties hereto agree that the Laws of Singapore shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy and that the parties submit themselves to the exclusive venue and jurisdiction of the courts of Singapore for the resolution of any conflict or dispute.

f) Alterations

No alteration to this Policy shall be valid unless authorised and endorsed by the Company.

g) Contracts (Rights of Third Parties) Act 2001

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

h) Non-guaranteed Premium

Premiums payable for this coverage are not guaranteed and may be revised at policy renewal at the full discretion of the Company.

i) Free Look Period

Free Look Period is not applicable.

j) Premium Payment Warranty

1. Notwithstanding anything herein contained but subject to Clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this policy was effected) within 60 days of the:-

- (a) inception date of the coverage under the Policy, Renewal Certificate, Cover Note or
- (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.

2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days referred to above, then:-

- (a) the cover under this Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said 60-day period.
- (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the 60 day period; and
- (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of \$25.00

3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this policy was effected) within the period of insurance.

k) Breach of Premium Warranty

It is a condition precedent that this Policy is issued on the basis that the named Insured has never had any insurance (for the risk insured) cancelled due solely or in part to a breach of premium payment warranty in the last 12 months.