

IMPORTANT NOTICE

The Insured is requested to read the Policy carefully. If any error or misdescription be found, please return the Policy for correction. We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy.

ERGO MEDICAL INSURANCE FOR FOREIGN WORKERS

Whereas the Insured named in the Schedule by a proposal or statements, which shall be the basis of this Contract and are deemed to be incorporated herein has applied to **ERGO INSURANCE PTE. LTD.** (hereinafter called “the Company”) for the insurance hereafter contained and has paid or agreed to pay the agreed Premium stated in the Schedule as consideration for the insurance.

Now this Policy witnesseth that subject to the Terms Exclusions and Conditions contained herein endorsed hereon or specified in the Schedule the Company will grant the Insured the Benefits covered in the Schedule in respect of any illness, sickness, surgical operation, accident or death of the Insured Workers as listed in the Schedule arising during the Period of Insurance.

The Policy and the Schedule 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 due observance and fulfillment of the terms provisions conditions and endorsements of the Policy by the Insured in so far as it relates to anything to be done or complied with by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the said proposal and/or other particulars supplied shall be conditions precedent to any liability of the Company to make any payment under this Policy.

SCOPE OF COVER

The Policy provides 24 hours coverage within Singapore only. In the event that an Insured Worker is entitled to medical expenses payable under Work Injury Compensation Act or similar legislation, the medical benefit payable under the Policy shall be limited to the balance of charges beyond the S\$36,000.00 limit payable under the Act or similar legislation.

PERIOD OF INSURANCE

Cover shall commence from the date specified on the 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.

PERSONS ELIGIBLE

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. Renewal age is up to 70 years subject to annual health declaration. The eligible workers to be covered will be listed in the Schedule or as per their Work Permit or S Pass Numbers declared to us, at the commencement of the Policy.

DEFINITIONS

'Insured Worker' shall mean the person/persons so described in the Schedule.

'Hospitalization' shall mean confinement in a hospital bed for at least twelve (12) hours for which the Hospital makes a charge for diagnosis, medical care and treatment.

'Hospital' shall mean an establishment, which is legally licensed as a medical or surgical hospital for the care and treatment of sick and injured persons as paying patients and which

- (a) has facilities for diagnosis and major surgery
- (b) provides 24 hours a day nursing services by registered graduated nurses
- (c) is under the supervision of one or more physicians at all times, and
- (d) 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.

'Accident' shall mean an event of violent, accidental, external and visible nature, which independently of any other cause, is the sole cause of bodily injury.

'Illness' shall mean a physical condition marked by a pathological deviation from the normal healthy state.

'Injury' shall mean bodily injury caused solely and directly by an Accident.

'Inpatient' shall mean a patient admitted into a Hospital for treatment, for which the Hospital levies a daily room and board charge.

'Day Surgery' shall mean a surgery, which is pre-planned and is carried out by a surgeon, but not on an Inpatient basis.

'Physician' or 'Surgeon' shall mean only a person qualified by degree in Western Medicine and legally licensed and duly qualified to practise medicine and surgery authorized in the geographical area of his practice.

'Physician's visit' shall mean a physician's visit to the hospital bedside of an Insured Worker for treatment of a non-surgical disability.

'Pre-existing illness' shall mean any condition which existed or have developed symptoms or there exist manifestations 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 illness or illnesses.

'Pro-ration Factor' shall mean that in the event of the Insured Worker is admitted into a private hospital, the hospital medical expenses payable under the Policy will be reduced by 10% subject to the limits stated in the Schedule of Benefits.

'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.

'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.

'Limit Any One Disability' shall mean the total aggregate benefits that may be claimed for any one disability arising from the same cause including any and all complications therefrom subject to the Limits stated in the Schedule of Benefits. When the total aggregate benefits paid under a disability reaches the maximum limit no further benefits shall be payable in respect of that particular disability for the remainder of that Period of Insurance.

'Annual Overall Limit' shall mean the total aggregate benefits that may be claimed in any one Period of Insurance by an Insured Worker, subject to the limits stated in the Schedule of Benefits. When the aggregate total benefits paid under this Policy in any one Period of Insurance reaches the Annual Limit for any Insured Worker, no further benefits shall be payable in respect of that Insured Worker for the remainder of that Period of Insurance.

'Effective Date of Cover' shall mean the date the Insured Worker is declared to the Company to be included in the cover by the Insured (for Group Size 10 and below) and for Group Size 11 and above, the date the Insured Worker becomes eligible for cover (subject to quarterly declaration being made on his eligibility).

PRE-EXISTING CONDITIONS

Any pre-existing illnesses and conditions are permanently excluded from the cover for all Insured Workers. 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.

BENEFITS COVERED

Hospital Room & Board

Charges for room and board, general nursing services and meals for each day of confinement based on 6-Bedded Wards in Singapore Government and Government Restructured Hospitals.

Intensive Care Unit

Charges for an intensive care unit provided it is certified medically necessary by the attending Physician or Surgeon.

Hospital Miscellaneous Services

Charges incurred during a hospital confinement for Medically Necessary Hospital Services and Supplies which include prescribed medicine, dressings, supplies, blood transfusion, rental of appliances, implants, treatment fees, therapy fees, laboratory fees, X-rays, oxygen and its administration and Ambulance Services.

Surgical Fees

Fees charged by the Surgeon for the operation inclusive of anesthetist charges, Surgeon's hospital visit to the patient and post surgical care up to a maximum of 90 days from the date of operation or discharge from Hospital, subject to the limits stated in the Schedule.

In-Hospital Physician's Visits

Fees charged by the attending 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, limited to one visit per day.

Pre-Hospitalization Diagnostic X-Ray & Lab Test

Charges for diagnostic procedures and laboratory examinations or tests, which are recommended by the attending Physician prior to hospitalization provided incurred within 90 days prior to Inpatient treatment or surgery. 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 hospitalized or surgically treated after such consultations or examinations.

Pre-Hospitalization Specialist Consultation Fees

Charges for specialist consultation and referral fee prior to hospitalization provided such consultation was recommended in writing by the attending Physician and 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 hospitalized or surgically treated after such consultations or examinations.

Post Hospitalization Treatment

Expenses incurred for follow-up treatment by the same Physician within 90 days immediately following a discharge from Hospital.

Special Grant

The Company will pay to the Insured or legal representative, the stated sum in the event of death of the Insured Worker in connection with a claim resulting from:

- (a) an Injury
- (b) a Sickness during or after treatment for such Sickness 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.

OPTIONAL BENEFITS (if applicable)

Outpatient Kidney Dialysis and Cancer Treatment

(a) Outpatient Kidney Dialysis Treatment

The Company will reimburse charges for Outpatient Kidney Dialysis at a registered dialysis centre or unit but this benefit shall not exceed the maximum limit per year as stated in the Schedule.

(b) Outpatient Cancer Treatment

The Company will reimburse charges for Outpatient Cancer treatment (chemotherapy and radiotherapy) at an outpatient department of a Hospital or registered cancer treatment centre on recommendation of a registered medical practitioner but this benefit shall not exceed the maximum limit per year as stated in the Schedule.

EXCLUSIONS

The Policy does not cover situations listed below and medical conditions arising therefrom:

1. Treatment arising from any consequence (whether direct or indirect) of nuclear or chemical contamination, war, invasion, losses by terrorist acts using chemical/biological substances, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, direct participation in riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces.
2. Treatment directly or indirectly from the following conditions, activities, items and their related expenses and any complications relating thereto are excluded from the Policy 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 Pre-Existing Conditions
 - (c) outpatient treatment not related to inpatient treatment or day surgery
 - (d) costs resulting from abuse of drugs or alcohol, self-inflicted injuries while sane or insane, criminal act of the Insured Worker and sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS), OR 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.
3. Investigation and treatment of psychological, emotional and mental and behavioral conditions.
4. General physical or medical check-up or tests not incidental to treatment or diagnosis of any actual Sickness or Injury, treatment which is not medically necessary or treatment of an optional nature; treatment with respect to weight management, immunization, vaccination or inoculation, non-prescribed medication.
5. Birth control measures, investigation or treatment pertaining to infertility, sterilization, contraception; treatment occasioned by or resulting from pregnancy including childbirth, caesarean operation, abortion, ectopic pregnancy, miscarriage (except as a result of an Accident).
6. Treatment relating to birth defects, congenital abnormalities and hereditary conditions and disorders.
7. Any dental or eye examination/treatment; surgical procedure for correction of eye refraction; cosmetic procedure or plastic surgery/treatment except to the extent that such surgery is necessary for the repair or damage caused solely by accidental bodily injuries covered under the Policy.
8. Charges for private nursing care, clinical home care, custodial care in any setting, day care, hospice, respite care or services and items that are non-medical in nature, for example, telephone, television, newspapers etc whilst as an Inpatient, consultation with a general practitioner and/or traditional Chinese physician, acupuncture, acupressure, bone-setting, herbalist treatment, hypnotism, massage therapy, aroma therapy and other forms of alternative treatments, treatments by podiatrist, chiropractors.
9. Services or treatment at 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.
10. Treatments arising from any geriatric, psycho-geriatric, psychiatric conditions or physiotherapy.
11. Treatment of varicocele, impotence or any consequence of it.
12. Procurement or use of special braces, any appliances, any equipment or prosthetic devices, wheelchairs, contact lenses, eye glasses, hearing aids or the fitting of the same.
13. Expenses recoverable from a third party, including Work Injury Compensation Insurance.
14. Sickness or injury arising from racing of any kind (except on foot), professional sports, parachuting, skydiving, hand-gliding, bungee jumping and violation or any attempt of violation of the law or resistance to lawful arrest.

CONDITIONS

Termination of Cover

Cover under this Policy for any particular Insured Worker shall automatically terminate on the earliest happening of the following events:

- (i) on the death of the Insured Worker; or
- (ii) on the date of termination of the Policy; or
- (iii) on the date of termination of employment with the Insured; or
- (iv) upon attaining age 70; or
- (v) if the Insured fails to pay the required premium for the Insured Worker on the premium due date.

Claims Procedures

The Insured shall within 30 days from the date of discharge after the occurrence of any hospitalization or surgery covered by the Policy, give written notice to the Company stating full particulars of the claim, including:

- completed and duly signed claim form
- all originals of final itemized hospital bills and medical bills/receipts
- the Physician's report stating the diagnosis of the condition treated etc.

All certificates, receipts, information and evidence required by the Company shall be supplied free of expense to the Company

Failure to comply with the time and procedure stipulated for the making of a claim shall invalidate the claim and no benefit shall be payable under the Policy.

The Company shall have the right through our medical representatives to examine any Insured Worker whenever and as often as may be reasonably required within the duration of any claim. In addition, the Company shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious beliefs. The Company will bear the expenses incurred in such examinations, unless the claim is proved to be invalid, in which case the Company shall be entitled to recover all the expenses so incurred from the Insured.

Legal Proceedings

This Policy shall be construed according to and governed by the laws of Singapore. The laws of Singapore shall govern and control in the event of any conflict or dispute with regard to this Policy and the parties to the conflict or dispute shall submit themselves to the exclusive venue and jurisdiction of the Courts of Singapore for the resolution of such conflict or dispute.

Alterations

The Company reserves the right to amend the terms and provisions of the Policy, and such amendment will be applicable from the next renewal of the Policy. No alteration to the Policy shall be valid unless authorized and endorsed by the Company.

Changes in Circumstances

The Insured must give the Company immediate written notice if there is any change in circumstances affecting the risk.

Non-Guaranteed Premium

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

Non-Assignment

This Policy is not assignable.

Free Look Period

Free Look Period is not applicable.

POLICY OWNERS' PROTECTION SCHEME

The following specified types and lines of general insurance are protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC)

- All compulsory insurance policies under the Motor Vehicles (Third Party Risks and Compensation) Act and Work Injury Compensation Act
- Personal motor insurance policies
- Personal travel insurance policies
- Personal property (structure and contents) insurance policies
- Foreign domestic maid insurance policies
- Individual and group short-term accident and health insurance policies

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 your insurer or visit the GIA or SDIC websites (www.gia.org.sg or www.sdic.org.sg).

ENDORSEMENTS AND CLAUSES

Contracts (Rights of Third Parties) Act

A person who is not a party to this policy contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms.

Condition Precedent (Applicable to Corporate Policyholders)

The validity of this Policy is subject to the condition precedent that

- a) for the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- b) if the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months
 - (i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incepts.

Premium Payment Warranty (Applicable to Corporate Policyholders)

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 inception date of the coverage 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 the 60-day period referred to above, then
 - (a) the cover under the Policy, Renewal Certificate or Cover Note 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 said 60-day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$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.

Terrorism Exclusion Endorsement

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(s), 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.