

**IMPORTANT NOTICE**

The Insured is requested to read the Policy carefully. If any error is 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 DOMESTIC MAID INSURANCE POLICY**

**1. INTRODUCTION**

Whereas the Insured by a proposal and declaration to ERGO Insurance Pte. Ltd. (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 of the premium by the Insured to the Company.

Now this Policy witnesseth that in respect of events occurring during the Period of Insurance and subject to terms limitations exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the terms stated in the various sections of this Policy based on the selected Plan specified in the Schedule.

**2. DESCRIPTION OF BENEFITS**

**Section 1 - Letter of Guarantee**

The Guarantee granted under this Section is in accordance with the attached copy of Guarantee to the Ministry of Manpower and is subject to the Insured's obligation to indemnify the Company against loss and consequently to repay any sum which the Company may pay in settlement of liability under the Guarantee including any expenses incurred.

**Section 2 - Personal Accident**

The Company will subject to the terms of this Section pay to the Insured Person or her legal representative Benefit A or B and to the Insured, Benefit C, if during the Period of Insurance the Insured Person named in the Schedule shall sustain bodily injury caused by violent, accidental, external and visible means (hereinafter referred to as the "Accident") resulting directly and independently of any other cause within twelve calendar months from the occurrence thereof in death or disablement or expenses incurred up to the limit stated in the Schedule.

Cover will commence from the time the Insured Person boards the plane from her home country to Singapore provided the Insured Person holds an "in-principle" approval letter from the Ministry of Manpower (MOM). This extension will lapse if the "in-principle" approval letter is cancelled.

**Benefit A - Accidental Death**

Pays the sum insured stated in the Schedule when the Insured Person dies.

**Benefit B - Permanent Disablement**

Pays the percentage specified in the Permanent Disablement Scale when the Insured Person suffers total and permanent disablement.

Description	Scale	Description	Scale
1. Total and permanent disablement from attending to or following any occupation or employment .....	100%	13. Loss of thumb (both phalanges) .....	25%
2. Total irremediable blindness in both eyes .....	100%	14. Loss of thumb (one phalanx) .....	10%
3. Total and irremediable blindness in one eye and loss of one hand or one foot .....	100%	15. Loss of index finger (three phalanges) .....	10%
4. Loss of both hands or feet or one hand and one foot .....	100%	16. Loss of index finger (two phalanges) .....	8%
5. Total and irremediable blindness in one eye .....	50%	17. Loss of index finger (one phalanx) .....	4%
6. Loss of one hand or one foot .....	50%	18. Loss of finger other than the thumb or index finger .....	5%
7. Total and permanent loss of hearing or speech .....	50%	19. Loss of metacarpals (first or second - additional) .....	3%
8. Total and permanent loss of hearing in one ear .....	15%	(third, fourth or fifth - additional) .....	2%
9. Loss of arm at shoulder .....	75%	20. Loss of great toe (all) .....	15%
10. Loss of arm below shoulder .....	65%	(great, both phalanges) .....	5%
11. Loss of leg at hip .....	75%	(great, one phalange) .....	2%
12. Loss of leg below hip .....	65%	(other than great, if more than one toe lost, each) .....	1%

Any permanent partial disablement not specified in the above other than the loss of sense or taste or smell shall be assessed by the Company which, in its opinion is not inconsistent with the foregoing without regard to the occupation of the Insured Person.

**Benefit C - Medical Expenses**

Pays for the medical expenses incurred for treatment of bodily injury of the Insured Person caused by the accident and treated by a qualified and registered medical practitioner subject to the limit stated in the Schedule.

**Provisions To Section 2**

- a) "Loss" of a limb or member of part thereof shall mean loss by actual physical severance or total and permanent loss of use.
- b) The total aggregate 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 that limb or member or part thereof.
- c) The total sum payable for Permanent Disablement shall not exceed the sum insured specified under Section 2A of the Schedule.
- d) A valid claim made for Benefit A or the maximum payable under Benefit B to the Insured Person or her legal representative, 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 Benefit C.
- e) Where the aggregate sum payable in respect of all claims made pursuant to Benefit B is less than the sum insured specified under Section 2A, the sum payable in respect of a subsequent claim made pursuant to Benefit A shall be the balance remaining of the insured sum specified under Section 2A after deduction of the said aggregate sum. Save for this, payment shall only be made under Benefit A or B but not both.

**Special Conditions to Section 2**

The Insured shall give immediate notice in writing to the Company of any sickness or physical defect or infirmity of the Insured Person of which the Insured has become aware and shall pay any additional premium that may be required by the Company.

**Section 3 - Hospital and Surgical Expenses**

The Company will pay to the Insured the costs of treatment as an inpatient of a hospital or nursing home (including private nursing as an inpatient if certified as essential by a registered practitioner) in Singapore which shall include charges for accommodation, services and surgery, meal charges, all hospital medical facilities, treatment and services prescribed by a physician, operating theatre charges, anaesthesia, oxygen and its administration and physician's fees certified as essential by a registered medical practitioner.

Cost of pre-hospitalisation for specialist consultation and referral fee including the cost of a second opinion provided such consultation was recommended in writing by the attending physician and charges for diagnostic procedures and laboratory examination prior to hospitalisation provided incurred within 90 days prior to inpatient treatment and surgery is covered under the Policy. Cost for post hospitalisation follow-up treatment of the same disability shall be payable up to 90 days immediately following discharge from hospital. All the above expenses incurred are subject to the limit stated in the Schedule.

Day surgery provided by or on the order of a registered medical practitioner on all medically necessary surgical procedures and related treatment to the Insured Person in a hospital or clinic shall be reimbursed accordingly subject to the limit stated in the Schedule.

Provided always that:-

- a) the medical expenses are incurred in respect of treatment or services incurred in a Singapore Government hospital or Singapore Restructured hospital shall be payable at standard Class C or Class B2 in the event of non availability of Class C wards (not applicable to day surgery).
- b) recurrent attacks symptoms or complications arising from the same initial cause shall be considered as one illness or bodily injury.

#### **Exclusions**

- a) pre-existing illnesses or injuries of the Insured Person.
- b) outpatient treatment costs not related to inpatient treatment or day surgery.
- c) medical services and supplies which are not necessary for the treatment of an illness or injury, or which are for preventive care (like inoculation and vaccination), routine physical health check-ups purpose, confinement in hospital to facilitate the taking of x-ray or conduct of test, cosmetic, elective, plastic surgery or sleep apnoea.
- d) procurement or use of any appliances including spectacles, special braces, hearing aids, contact lens, wheelchairs, prostheses, corrective devices and medical appliances that are not surgically implanted, routine dental inspection and/or treatment.
- e) treatment relating to birth defects, congenital abnormalities, hereditary conditions and complications.
- f) treatment arising from any mental illness, geriatric, psycho-geriatric, psychiatric conditions, physiotherapy or chiropractic.
- g) any medical cost arising out of and in the course of employment which constitutes a valid claim under the Work Injury Compensation Act or similar Act or Ordinance.
- h) any expenses in respect of any hospital confinement surgical operation treatment or services which have not been previously recommended by a registered medical practitioner.
- i) the excess stated in the Schedule (where applicable)
- j) any communicable diseases requiring isolation or quarantine by law except for tuberculosis, SARS & H1N1, subject to a maximum limit of up to \$3,000 only.

#### **Section 4 - Wages and Levy Reimbursement**

The Company will pay to the Insured the pro rata wages and Government levy imposed on foreign domestic maid up to the limit stated in the Schedule in the event of the Insured suffering the loss of service of the Insured Person caused by her hospitalisation due to illness or accident for which hospital expenses are insured under Section 3 of this Policy.

#### **Section 5 - Repatriation Expenses**

The Company will indemnify the Insured for the actual Repatriation Expenses incurred arising from the Insured Person's bodily injury or illness ( including suicide but only for Plan B, C or D subject to a maximum limit of up to \$3,000 ) which results in death or total and permanent disablement (as defined in 1 to 5 of the Permanent Disablement Scale) within twelve calendar months, subject to the limit stated in the Schedule in respect of:-

- a) conveyance of the Insured Person to her country of origin.
  - b) burial or cremation of the Insured Person and/or transportation of the body or ashes of the Insured Person 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.

#### **Section 6 - Re-Hiring Expenses**

The Company will indemnify the Insured for the Re-Hiring Expenses of a replacement domestic maid in the event that the Insured Person suffers accidental death or permanent disablement.

#### **Section 7 - Domestic Helper's Liability**

The Company will indemnify the Insured up to the limit in the Schedule against all sums for which the Insured may be legally liable in respect of any one claim or series of claims arising out of one event for:

- a) accidental third party bodily injury (whether fatal or not).
  - b) accidental damage to third party property
- occurring due to the negligence of the Domestic Maid while in the course of and arising out of her employment with the Insured within the Republic of Singapore.

#### **Exclusions**

- a) bodily injury to any persons who is a member of the Insured's family residing with the Insured.
- b) damage to property belonging to the Insured Person's own property, Insured or Insured's family or household.
- c) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

#### **Section 8 - Legal Fees for Representation and Defence for the Insured (Employer)**

The Company may at its own option arrange at the request of the Insured and pay for legal services for defence of any charge against the Insured brought by the Foreign Domestic worker ( the Insured Person) which may be the subject of indemnity under this Section.

The Insured shall co-operate with the Company and shall not assume any obligation, admit any liability, or incur any expense for which the Company may be liable, without prior written approval.

The Company's maximum liability under this extension will be S\$5000 during the period of insurance.

#### **Exclusions**

The Company shall not be liable to pay for legal expenses arising from:-

- a) Any breach by the Insured of the conditions of the Security Bond imposed by the MOM under section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of Immigration Regulations.
- b) Any loss, claim or payment of which the Insured is aware of prior to the effective date of cover of the Insured Person declared herein.
- c) Any criminal act for which the Insured is found guilty of by the Court of Law.

#### **Section 9 - Termination Expenses**

The Company will pay to the Insured up to the limit in the Schedule the actual expenses incurred in respect of termination of the Insured Person's services as a result of being certified to be medically unfit to perform such services by a registered medical practitioner.

#### **Exclusion**

The Company shall not pay for expenses incurred in respect of death of the Insured Person and which are payable under Section 5 - Repatriation Expenses. All exclusions under Section 3 - Hospital & Surgical Expenses shall be applicable to this Section.

#### **Section 10 - Fire**

The Company will by payment or at its option by reinstatement or repair indemnify the Insured for loss of or damage to the insured property caused by fire and lightning up to the limit stated in the Schedule.

#### **Exclusions**

- a) bullion or unset precious stones
- b) any curios or work of art
- c) manuscripts, plans, drawings or designs, patterns, models or moulds
- d) securities obligations or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books and computer system records
- e) explosives

#### **Section 11 - Burglary**

The Company will by payment or at its own option by reinstatement or repair indemnify the Insured up to the limit stated in the Schedule in respect of

1. loss of or damage to property by theft consequent upon forcible and violent entry of the premises containing the insured property

2. damage to the premises consequent upon actual forcible and violent entry of the premises (or attempt thereof) with intent to commit theft

#### **Exclusions**

- a) damage to plate glass or any decoration of lettering thereon
- b) loss or damage occasioned by any person lawfully in the Premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Insured's household or any servant of the Insured
- c) loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheques, monies or securities for money, coins, medals, stamps, stamp collections, jewellery, watches, furs, precious metals, precious stones or articles composed of any of them, documents of title to property, contracts or other documents, computer systems records, manuscripts, curios, work of art, sculptures, rare books, plans, pattern, moulds, models or designs
- d) loss or damage happening whilst the Premises are left without any inhabitant actually in them if the Premises have been so left for a continuous period exceeding thirty consecutive days and nights.

#### **Section 12 - Reimbursement of Indemnity Paid to Insurer**

This Section will reimburse the Insured subject to the terms and conditions limitations and endorsements contained herein or endorsed or otherwise expressed hereon of this Policy if during the duration of cover the Insured is called upon to indemnify the Insurer (hereinafter called the Insurer) who has effected for the Insured an insurance guarantee/banker's guarantee in lieu of the security deposit required by the Ministry of Manpower arising from any breach by the Domestic Maid of the conditions of the Security Bond imposed by the Ministry of Manpower under Section 12 of Employment of Foreign Manpower (Work Passes) Regulations or Section 21 of Immigration Regulations.

#### **Exclusions**

- a) any breach by the Insured of the conditions of the Security Bond imposed by the Ministry of Manpower under Section 12 of Employment of Foreign Manpower (Work Passes) Regulations or Section 21 of Immigration Regulations.
- b) any loss, claim or payment of which the Insured is aware prior to the effective date of cover of the Insured/Domestic Maid declared herein.
- c) any loss, claim or payment incurred by the Insured within the first 30 days from the effective date of cover of the Insured/Insured Person declared herein. This Exclusion shall not be applicable if the effective date of cover is the same as the signature date in the Security Bond referred to in Exclusion (a) above.
- d) any loss, claim or payment incurred by the Insured/Employer after 72 hours of the cancellation of the Work Permit by the Insured/Employer.
- e) any loss, claim or payment arising out of any circumstances caused directly or indirectly by the Insured and/or Insured Person's family members residing with the Insured.
- f) the excess stated in the Schedule.

#### **3. General Exclusions**

- a) any wilful act or wilful negligence of the Insured/Insured Person or his/her representatives (other than in an attempt to save human life), self-inflicted injuries, attempted suicide, provoked assault, criminal acts of the Insured Person, or any attempt thereof 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.
- b) the effect or influence (temporary or otherwise) of drug or intoxicating liquor not prescribed by a registered medical practitioner, sexually transmitted disease, Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex Syndrome (ARCS) and all diseases caused by and/or related to the virus HIV, congenital defects, insanity/condition related to functional disorders of the mind and any communicable diseases requiring isolation or quarantine by law.
- c) pregnancy, childbirth, caesarean operation, abortion, miscarriage, infertility, sterilization, contraception and consequences thereof.
- d) accidents whilst engaged in racing of any kind other than on foot, professional sports, winter sports, rock climbing, mountaineering, pot-holing, caving, bungee jumping, sky diving, hang gliding, parachuting, water skiing, underwater activities involving artificial breathing apparatus, rugby, ice hockey, polo steeplechasing, boxing, wrestling, martial arts and hunting.
- e) accident or injury occurring while the Insured Person is engaging in aerial activities or air travel except as a fare paying passenger in any properly licensed commercial aircraft constructed to carry passengers.
- 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) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), strike, riot, civil commotion, civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
- h) any act of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to influencing of it by terrorism or violence.
- i) any consequential loss or damage of any kind whatsoever.
- j) earthquake, volcanic eruption, flood, avalanche, or tempest.
- k) any loss, damage, injury or liability directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear waste, nuclear fuel and/or nuclear weapons material. For the purpose of this Exclusions combustion shall include any self-sustaining process of nuclear fission.
- l) any action for compensation brought in the court of Law of any territory outside Singapore.
- m) this insurance shall not cover an Insured Person who has attained the age of 65 years old.

In any claim and any action suit or other proceedings where the Company alleges that by reason of any of the above Exclusions any loss is not covered by this Policy the burden of proving that such loss is covered shall be upon the Insured and/or Insured Person.

#### **Terrorism Exclusion Clause**

This insurance excludes loss, damage, cost or expense of whatever 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 Policy, 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 Policy also excludes loss, damage, cost or expenses of whatever 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.

#### **4. GENERAL CONDITIONS**

##### **Definition**

Period of Insurance shall mean the period specified in the Schedule and during which the Insured Person is in the immediate employment of the Insured but excluding the period when the Insured Person returns to her home country.

Where the Insured Person returns to her home country:

- a) cover ceases from the time she leaves Singapore and resumes upon her return to Singapore or seven days after the cancellation or expiry of the work permit of the Insured Person whichever shall first occur.
- b) cover resumes upon her return to Singapore or upon the renewal of her work permit whichever is the later.

##### **Interpretation**

This 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 of this Policy or of the Schedule shall bear such meaning wherever it may appear.

##### **Observance**

The liability of the Company shall be conditional on the observance by the Insured and/or the Insured Person of the terms of this Policy.

##### **Precaution**

The Insured and the Insured Person shall take all reasonable precautions to prevent accidents and disease.

**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.

**Claims Procedure**

On the happening of any accident or illness which give rise to a claim under this Policy the Insured shall

- a) give notice in writing to the Company within 21 days stating the circumstances of the loss, damage, liability, injury, death 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 expenses 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 doubts 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 Insured Person at the Company's expense.

**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 and have 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 in this Policy.

**Other Insurances**

(not applicable to Section 2 - Benefit A & 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.

**Cancellation**

- a) The Policy may be cancelled by the Company 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, cover ceases automatically. The Letter of Discharge from the Ministry of Manpower shall be deemed to cancel the Policy from the date of the Letter of Discharge.

If the Policy is cancelled

- within 3 months from the commencement of the Period of Insurance, the refund shall be 70% subject to no claim made under the Policy;
- within 6 months from the commencement of the Period of Insurance, the refund shall be 30% subject to no claim made under the Policy;
- within 12 months from the commencement of the Period of Insurance, the refund shall be 15% subject to no claim made under the Policy;
- after 12 months from the commencement of the Period of Insurance, there shall be no refund or endorsement to be issued.

**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.

**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.

**Discharge**

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

**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 subject of pending arbitration.

**Arbitration**

All differences arising out of this Policy shall be referred to the arbitration of some person 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 right of action against the Company.

**Geographical Area**

For Plan A - Singapore and West Malaysia

For Plan B, C & D - Worldwide

**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.

**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 the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") or the coverage under the Policy 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 and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy and Endorsement.

**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](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

**Data Privacy Statement**

In accordance with the Personal Data Protection Act 2012, we are committed to treat your personal data collected, used, disclosed and/or processed by ERGO Insurance Pte. Ltd., its affiliates, service providers or agents (within or outside Singapore) with privacy. For details of our data protection policy, please refer to our website: [www.ergo.com.sg](http://www.ergo.com.sg)