

Policy Wording

FMW AccidentProtect Insurance

Enhanced Accident and Hospitalisation Insurance for Foreign Migrant Workers

Please read this insurance Policy carefully to ensure that You understand the terms and conditions and that this Policy meets Your requirements. If there are any changes that may affect the insurance cover provided, please notify Us immediately.

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I. **Introduction**

WHEREAS the Insured Person by a proposal and declaration to ERGO 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 Person 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.

II. **Definitions**

Accident means a sudden, unforeseen and unexpected event happening by chance that could not have been expected and which results in the Insured Person suffering death, disablement or Injury. An Accident must occur during the Period of Insurance and after the Effective Date of cover for the Insured Person.

Accidental Death means Injury, which is caused by an Accident during the Period of Insurance, which results in the Insured Person's death.

Acquired Immune Deficiency Syndrome or AIDS means such meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Sickness in the presence of a sero-positive test for HIV provided that:

- (a) Malignant Neoplasm includes but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- (b) Opportunistic Infection includes but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

Benefit / Benefits means the respective benefits as described in Part III - Coverage of this Policy.

Capital Sum Insured means the sum insured for the Insured Person in the first year that they are insured under this Policy for Accidental Death. In the event there is a change in the Selected Plan, the Capital Sum Insured shall mean the sum insured:

- (i) on the first day of cover in the year in which the change was effected mid-term; or
- (ii) on the first day of cover in the year in which the change was effected at renewal.

Chinese Physician means a registered herbalist, acupuncturist and bonesetter licensed under any applicable laws.

Civil War means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolutions, sedition, insurrection, coup d'etat and the consequences of martial law.

Company/ ERGO/ We/ Us means ERGO Insurance Pte Ltd.

Confinement means confinement for a continuous uninterrupted period of at least 24 hours in a Hospital as a Resident In-Patient upon the advice and under the regular care and attendance of a Physician.

Country of Origin means the country where the Insured Person was born, or which has granted the Insured Person citizenship, and for which the Insured Person holds a valid passport, and would normally reside when not working in Singapore.

Dependent Child means any unmarried biological, adopted or step child of the Insured Person who is between the age of fifteen (15) days and eighteen (18) years of age, or under the age of twenty-five (25) years of age and a full time student undertaking a recognised course at a licensed tertiary education institution, and who is/are dependent on the Insured Person for at least 50% of his/her maintenance and support.

Effective Date means the date from which the cover under this Policy in respect of any Insured Person becomes effective.

Hospital means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a Hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- (a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (b) provides full-time nursing service by and under the supervision of a staff of nurses;
- (c) has a staff of one or more Physicians available at all times;
- (d) maintains organised facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
- (e) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts to receive treatment for their addiction and in addition shall not include the following:
 - (i) a mental institution; an institution confined primarily to the treatment of psychiatric disease including; the psychiatric department of a Hospital.
 - (ii) a place for the aged; a rest home; a place for drug addicts or alcoholics.
 - (iii) a health hydro or nature cure clinic; a special unit of a Hospital used primarily as a place for drug addicts or alcoholics, or a nursing, convalescent, rehabilitation, extended-care facility or rest home.

Insured Person means the Policyholder named in the Policy Schedule, who at the time the Policy is taken out is (i) aged between sixteen (16) years and sixty-nine (69) years; and (ii) is a foreign migrant worker holding a valid Work Permit or S Pass; and (iii) who is residing in Singapore.

Injury means an actual and identifiable physical injury sustained by the Insured Person, where such injury is solely and directly caused by an Accident and such Injury occurs within 365 days from the date of such Accident and within the Policy Period. Injury does not mean a Pre-Existing Condition or Illness.

Illness means a disease or sickness which causes a pathological deviation from the normal healthy state of the Insured Person's body commencing during the Policy Period. Illness does not include Injury or Pre-Existing Condition.

Natural Death means death occurring in the course of nature and from natural causes (as age or age related disease) as opposed to accident, homicide or violence.

Physician means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the Injury, and who is not a relative of the Insured Person, unless otherwise approved by the Company. Physician does not include any Traditional Chinese Medicine (TCM) practitioner or other Chinese Physician unless such coverage is specifically provided by the Company under this Policy or by endorsement under this Policy.

Policy means this agreement, any endorsements, attachments or amendments hereto signed by the Company, which together constitute the entire agreement between the Company and the Policyholder.

Policy Schedule means the schedule, which is incorporated in and forms part of this Policy.

Period of Insurance means the period specified in the Policy Schedule and during which time the Insured Person holds a valid Work Permit or S Pass including any Special Pass issued after cancellation of the work permit in respect of their employment in Singapore and which has not been cancelled whether temporarily or otherwise.

Pre-Existing Condition means any Illness, disease, injury, or other condition which the Insured Person suffers prior to their enrolment under this Policy or a Policy issued by the Company for which this Policy is a replacement:

- (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment;
- (b) requires the Insured Person to take prescribed drugs or medicine; or
- (c) the Insured Person was being treated by a Physician or had treatment had been recommended by a Physician.

Resident In-Patient means an Insured Person whose Confinement is as a resident bed patient and whose Confinement is due to Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Riot or Civil Commotion means a gathering of persons (organised or unorganised) in disturbance of the public peace with the presence of violence, threats of violence, or the action of any lawfully constituted authority to suppress or attempt to suppress any such gathering.

Strike means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Terrorism means any actual or threatened use of force or violence by a Terrorist or Freedom Fighter directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorism. Terrorism shall also include any act, which is verified or recognised by the (relevant) government as Terrorism in the jurisdiction where such acts take place.

Terrorist or Freedom Fighter means an individual or organisation, irrespective of ethnic, religious or ideological background or beliefs, which use violence or the threat of violence to promote their cause or beliefs.

Traditional Chinese Medicine means treatment or medicine prescribed by a Chinese Physician.

You, Your or Yours means the Insured Person.

III. **Coverage**

Section	Summary of Benefits	Limit Per Insured Person (S\$)		
		Plan 1	Plan 2	Plan 3
1.	Personal Accident - Accidental Death	\$10,000	\$10,000	\$10,000
2.	Hospital and Surgical In-patient Expenses incurred in Country of Origin	Up to \$2,500	Up to \$3,500	Up to \$5,000
3.	Special Grant - death by any cause (excluding Natural Death)	\$4,000	\$5,000	\$5,000
4.	Child Support Fund (per child limit \$500, max 4 children)	Up to \$2,000	Up to \$2,000	Up to \$2,000
5.	Family Funeral Benefit (per claim limit \$500)	Up to \$500	Up to \$1,000	Up to \$1,000

Section 1 Personal Accident

The Company will subject to Terms of this Section pay to the Insured Person or his/her next of kin in the event of the Insured Person's Accidental Death, the Benefit(s) referred to below if during the Period of Insurance, the Insured Person named in the Policy Schedule sustains Injury caused by an Accident.

The coverage provided under this Benefit is on a 24-hour worldwide basis.

Accidental Death. Where the Insured Person dies, the Sum Insured is as specified in the Policy Schedule.

Special provisions to Section 1

1. A valid claim made under this Benefit shall, with effect from the date of the Accident resulting in such claim, discharge the Company from liability for any further claim under Section 1.

Section 2 Hospital and Surgical In-patient Expenses incurred in Country of Origin

During the Period of Insurance subject to the conditions of the Policy, the Company will pay against Confinement to the Insured Person (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 Physician) in the Insured Person's Country of Origin. Such costs 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 Physician in the Insured's Person's Country of Origin. All the above expenses shall be reimbursed accordingly subject to the limit stated in the policy schedule.

Section 3 Special Grant – death by any cause (excluding Natural death)

During the Period of Insurance, subject to the conditions of the Policy, the Company will pay to the Insured Person or his/her next of kin in the event of the Insured Person's death, the Benefit amount up to the limit stated in the Policy Schedule in the event of the death of the Insured Person resulting from Injury or Illness occurring in Singapore, whether or not such Injury or Illness arises in the course of the Insured Person's employment

Section 4 Child Support Fund

In the event of the Insured Person's death, We will pay the Child Support Fund Benefit up to the specified limit for the sole benefit of the Dependent Child(ren) of the Insured Person. Such payment

shall be made to the legal guardian of the Dependent Child(ren) where such Dependent Child(ren) is below 18 years of age. The Company will pay for each Dependent Child the amount up to the limit stated in the Policy Schedule.

The maximum number of Children for which the Benefit under this section is payable is 4 Dependent Children with a limit of S\$ 500 per Dependent Child. This Benefit is only payable once for any Dependent Child.

Exclusion Specific to Section 3 and 4 only

No Benefit is payable where the Insured Person does not suffer an Injury or Illness and dies a Natural Death.

Section 5 Family Funeral Benefit

During the Period of Insurance, subject to the conditions of the Policy, the Company will pay up to the limit stated in the Policy Schedule in the event of the Accidental Death of the Insured Person's spouse, children or parents who are living in their Country of Origin and not residing with the Insured Person in Singapore, for the Insured Person to return to his/her Country of Origin from Singapore in order to attend their funeral. Each claim under this benefit is restricted to \$500.

IV. General Exclusions (Applicable to Sections 1-5)

The Company will not indemnify or pay the Insured Person any Benefit arising from, due to, or in consequence of or contributed to by:

- a. Any breach by the Insured Person of the conditions of the Ministry of Manpower 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 Person is aware of prior to the Effective Date of cover for the Insured Person declared in the Policy Schedule.
- c. Any loss, claim or payment incurred by the Insured Person after the cancellation or expiry of the Policy.
- d. The excess stated in the Policy Schedule.
- e. Any loss, claim or payment arising out of any circumstance caused directly or indirectly by the Insured Person and / or the Insured Person's immediate family members or tenants residing with the Insured Person.
- f. Any Pre-existing Condition, or any expense or amount incurred as a direct or indirect result of a Pre-Existing Condition.
- g. Any consequential loss or damage of any kind whatsoever.
- h. Charges which are not for actual Medical Expenses incurred in the treatment of an Illness or Injury, including, but not limited to charges for private nursing, consultation with a general practitioner and/or Physician practicing Traditional Chinese Medicine, routine health checks, precautionary services, acupuncture and inoculation.
- i. Services or treatment of any institution that is a long term care facility such as a convalescent or nursing home, nature cure clinic, spa, hydro-clinic or sanatorium and establishments that provide only incidental or limited Hospital services
- j. Physiotherapy treatment.
- k. Treatment by the Insured Person or a family member or friend of the Insured Person.
- l. Treatment that is not scientifically/medically recognised.
- m. Expenses recoverable from a third party, including Workmen's Compensation Insurance or Social Security Organisation.
- n. Treatment for obesity, weight reduction and weight improvement.
- o. Outpatient treatment costs not related to inpatient treatment or day surgery.
- p. 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 purposes, confinement in hospital to facilitate the taking of x-ray or conduct of test, cosmetic, elective, plastic surgery or sleep apnoea.

- q. 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.
- r. Treatment relating to birth defects, congenital abnormalities, hereditary conditions and complications.
- s. Treatment arising from any mental illness, geriatric, psycho-geriatric, psychiatric conditions, physiotherapy or chiropractic.
- t. Hospital confinement, surgery, treatment or services that have not been previously recommended by a registered Physician.
- u. Rest care or care in a sanatorium, drug addiction or alcoholism, diseases which need isolation or quarantine under current laws, including any infectious diseases declared by the health authorities of Singapore or in the country that You have caught the disease from or by the World Health Organisation (WHO). This does not apply to influenza A flu virus (H1N1), hand, foot and mouth disease (HFMD) and severe acute respiratory syndrome (SARS).
- v. 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 thereof while sane or insane or caused directly by a deliberate act of the Insured Person and/or the Insured Person's immediate family member residing with the Insured Person.
- w. 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.
- x. Pregnancy, childbirth, miscarriage, abortion, sterilisation, menopause or any complications there from.
- y. An Accident whilst engaged in racing of any kind other than on foot, professional sports, winter sports (such as skiing or snowboarding), rock climbing, mountaineering, pot-holing, caving, bungee jumping, aerial activity (such as sky diving, hang gliding, parachuting, taking a helicopter tour) or air travel (except as a fare paying passenger in any properly licensed commercial aircraft constructed to carry passengers), water skiing, underwater activities involving artificial breathing apparatus (such as snorkelling or scuba diving), motor sport (such as 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 motorcycle racing or motor car racing), rugby, ice hockey, polo steeplechasing, boxing, wrestling, martial arts and hunting.
- z. 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 recognized air route in which the Insured Person is traveling 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 exclusion 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 a commercial airline in order that that its flying personnel are familiar with the approaches and landing facilities provided.
- aa. 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.
- bb. Any action for compensation brought in the Courts of Law of any territory outside the jurisdiction of Singapore.
- cc. War, invasion, act of foreign enemy hostilities (whether war be declared or not), Civil War, mutiny, rebellion, revolution, insurrection or military or usurped power, Riot and Civil commotion or Strike.

- dd. 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.
- ee. Earthquake, volcanic eruption, flood, avalanche or tempest.
- ff. Ionizing 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 exclusion combustion shall include any self-sustaining process of nuclear fission.
- gg. Nuclear weapons material.
- hh. Any wilful act or wilful negligence of the Insured/Insured Person or, his immediate family members, or the representatives of the Insured Person.
- ii. Losses arising from Asbestos as per following:
It is hereby understood that this Contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly and indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

In any claim and in any action suit or other proceeding where the Company seeks to rely upon any of the above exclusions the burden of proving that such exclusion applies shall be upon the Company.

V. Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes any Benefit payable, 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.

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.

VI. Exclusions to Section 2 Only

Any loss, claim or payment incurred by the Insured Person within the first 30 days from the Effective Date of cover of the Insured Person declared herein.

VII. General Conditions

Extended Period of Insurance

In the event of any premature termination of the employment of the Insured Person during the Period of Insurance, the Period of Insurance shall continue for a period of 6 months from the date of termination of the employment of the Insured Person and the Benefits under the Policy will be payable in the Insured Person's Country of Origin as if the Insured were still in Singapore, regardless of the expiry date of the Policy, except where such premature termination is due to the Insured Person's breach of any of the laws of Singapore. In the event that the Insured Person obtains a new Visa or Work Permit during this extended Period of Insurance, the extended period of cover herein shall cease with immediate effect. Such extension of cover shall be subject to the Policy's terms, conditions and exclusions.

Interpretation

This Policy and the Policy 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 Policy Schedule shall bear such meaning wherever it may appear.

Conditions Precedent to the Company's Liability

The due observance and fulfilment 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 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.

Reasonable Precaution

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

Policy Assignment

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

Discharge

Receipt by the Insured Person or in the event of the death of the Insured Person, their next of kin, of any amount payable under this Policy to the Insured Person, shall be a full and effective discharge to the Company. Payment under Section 4 – Child Support Fund to the Dependent Child(ren) or their legal guardians where the Dependent Child(ren) are under 18 years of age shall be a full and effective discharge to the Company.

Cancellation

- a. The Policy may be cancelled by the Insurer or the Insured Person by giving fourteen days' written notice by registered letter to the respective parties at their last known address
- b. In the event of termination of the Insured Person's Work Permit or S Pass in Singapore the Policy will automatically cancel after a period of six calendar months from the date of cancellation of the Work Permit or S Pass by the Ministry of Manpower. This is subject to the Extended Period of Insurance.

Other Insurances (Applicable to Section 2 only)

If at the time of any loss, expense or Benefit payable under this Policy, there is any other subsisting Insurance or Insurances whether effected by the Insured Person 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, expense or Benefit.

Dispute Resolution

Any dispute arising out of this Policy shall be referred to the Financial Industry Disputes resolution Centre Ltd (FIDReC), of Singapore.

Limitation

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

Subrogation

In the event of payment of any Benefit under the Policy the Company shall be entitled to undertake in the name and on behalf of 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 Person to recover any amount paid under this Policy in relation to such Benefit or to secure indemnity from any third party in respect of any amount of Benefit covered under this Policy.

Contract (Rights of Third Parties) Act

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

Payment before Cover Warranty

Notwithstanding anything contained in this Policy:

- a) You agree and declare that the total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date of the coverage under the Policy; and
- b) In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date, the Policy will be deemed terminated ab initio and no Benefit(s) whatsoever shall be payable by Us as if cover never attached on the Policy or renewal. Any payment received thereafter will be of no effect on the termination of the Policy ab initio.

Entire contract, changes

The Policy, Policy Schedule, Endorsements, Proposal Form, Declaration and attached papers together with other statement in writing will be read together as one contract.

Any word or expression to which a specific meaning has been ascribed in any part of the Policy will bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the Policy will prevail.

No agent has the authority to change or waive any provisions of the Policy. No change of provisions will be valid unless approved by Our executive officer and such approval has been endorsed into the Policy.

Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Benefit would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Singapore or United States of America insofar as they are not in contradiction to the legislative provision applicable to the insurer concerned.

Residence limitation

This Policy will not cover any Accident, claim, loss, Injury, Illness, damage or legal liability suffered, sustained, incurred or payable in Afghanistan, Democratic Republic of Congo, Iran, Iraq, Sudan, South Sudan, Syria, Libya, Somalia, North Korea, or the Crimea region and Bangladesh.

Renewal

This Policy may be renewed with Our consent annually, by payment of the agreed premium prior to the expiry of the Period of Insurance or as per the Payment before Cover Warranty clause.

Personal data protection consent

The Insured Person(s) understand, acknowledge, agree and consent that the Company may/will collect, use, disclose and/or process the Insured Person(s) personal information set out in the proposal form and any other information provided by the Insured Person(s) or possessed by the Company for the purpose of enabling the Company to provide the Insured Person(s) with services required of an insurance provider, such as evaluating, processing, administering, and/or managing of the Insured Person(s) relationship and policies with the Company. This includes among other things policy

servicing, processing, investigating, handling, administering and/or settling the Insured Person(s) claim with the Company or other insurers.

The Company may/will disclose and transfer the Insured Person(s) personal information to third parties, including but not limited to its affiliates, representatives, agents and third party service providers, lawyers/law firms, whether located within or outside Singapore, for one or more of the above purposes, and the said third parties may/will subsequently collect, use, disclose and/or process the Insured Person(s) personal information for one or more of the above purposes;

If personal information of third parties (e.g. information of Insured Persons, beneficiaries, beneficial owners, dependents, customers, payees and/or employees) is provided to the Company, the provider of such personal information represents and warrants to the Company that prior consents have been obtained from each of the third parties to provide such information.

The personal data protection clauses herein are not exhaustive. For full details concerning our Personal Data Protection Policy please refer to <https://www.ergo.com.sg/pdpa>.

Governing law

This Policy shall be governed by and interpreted in accordance with the laws of Singapore.

Interest

No amounts payable by Us under this Policy shall carry interest.

Currency

Premiums and benefits payable under this Policy shall be in Singapore dollars.

Clerical error

A clerical error by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

Due diligence

The Insured Person will exercise due diligence and precaution in doing all things to avoid or reduce any loss under this Policy.

Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

VIII. Claim Procedure

How to Make a Claim

A written notice of the claim must be given to Us as soon as possible and in any case within twenty-one (21) days after the Injury, Accidental Death or Illness. Notice given to Us by You or on Your behalf with information sufficient to identify the Insured Person will be deemed to be notice to Us. The notice of claim must be forwarded to the following address or such other address as We may notify:

ERGO Insurance Pte. Ltd.
5 Temasek Boulevard,
#04-05 Suntec Tower Five,
Singapore 03898510.
Claims Service: (+65) 6829 9195 (Monday – Friday, excluding public holidays: 8.30 AM to 5.30 PM)
Claims Fax: (+65) 6829 9247
Claims Email: claims@ergo.com.sg

Failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but a failure to do so may result in Us being prejudiced and may reduce our liability under the Policy.

Alternatively a claim can also be directly submitted online by following this [link](#) .

Proof of Loss

Written proof of loss must be given to Us as soon as possible and, in any event, within twenty-one (21) days after We receive notice of a claim together with original copies of all relevant documentation. You or the Insured Person will, at Your or their expense, provide Us with such certificates, information and evidence as We may from time to time require, in a form prescribed by Us.

The Company shall have the right but not the obligation, at its own expense, to require the Insured Person to submit to medical examinations as often as may be necessary during the pendency of a claim hereunder and to have an autopsy performed in case of death, unless prohibited by law.

Physical Examination and Autopsy

Provided that We give reasonable notice, We will be allowed to have any Insured Person medically examined or, in the event of an Insured Person's death, a post mortem examination carried out at our expense.

Claims Investigation

In the event of a claim, We may make any investigation We deem necessary, and both You and the Insured Person will cooperate fully with such investigation. Failure by You or the Insured Person to cooperate with our investigation may result in denial of the claim, or indemnity being withheld or delayed.

Payment of Claim

All Benefits payable under this Policy shall be payable to the Policyholder or, where applicable their estate.

Fraudulent Claims

If any claim under this Policy is fraudulent in any respect, or if any fraudulent means or devices are used by You, the Insured Person, or anyone acting on Your or the Insured Person's behalf to obtain a Benefit under this Policy, We may, subject to law reduce our liability in respect of such claim or may refuse to pay the claim or Benefit in whole or in part.

Processing and Payment of Claims

Subject to payment of the premium, We will take all reasonable steps to pay a valid claim promptly. Making claims after this Policy is cancelled does not affect Your rights to make a claim under this Policy if the Accident occurred and a Benefit was payable before the date that the cancellation became effective.

Important Note

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for Your policy is automatic and no further action is required from You. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact ERGO Insurance Pte Ltd. or visit GIA or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).

Arranged by:

insureAsia

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Tel: 6533 6113 Fax: 6533 4002/3
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Underwritten by:

ERGO

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