FOREIGN WORKERS' MEDICAL INSURANCE POLICY WORDINGS

IMPORTANT

This Policy sets out the terms of a legal contract between You and Us. The Policy, the Schedule and any Endorsements issued by Us shall be read together as one contract and where a specific meaning has been given to any word or expression, it will have the same meaning wherever it appears. No agent, broker or anyone other than an authorised officer of Our Company has the power to change this contract or waive any of Our rights or requirements.

The information provided in the fact find form, supplementary questionaires and any correspondences relating to the application shall form the basis of this contract. If, at any time, You feel there has been new developments or details in the Insured Person's health or occupational or leisure pursuits not conveyed to Us before We confirmed acceptance of Your application, please notify Us immediately.

This Policy shall become effective on the date specified in the Policy Schedule and continue for the Period of Insurance specified. In return for having accepted Your premiums, We shall pay the benefits (including directly to the Hospital, where applicable) as set out in the Schedule of Benefits within the Period of Insurance as a result of non-work related sickness and accident within Singapore only, unless otherwise agreed.

N.B. - Please read the conditions and examine the Policy and if incorrect or unacceptable return it immediately for alteration or cancellation. 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.

Section 1 - General Definitions

Wherever the following words are used in this Policy or in the Schedule, they shall have the same meanings as given below:

1. ACCIDENT

Any Injury resulting solely and directly from unexpected, external, violent and visible source and does not include sickness or any naturally occurring medical condition or degenerative process.

2. ACTIVE SERVICE

Active Service shall mean for an Employee to be:

(a) employed by the Policyholder
(b) actively working on a day which is one of the Policyholder's scheduled work days;
(c) performing in the customary manner all the regular duties of his/her employment with the Policyholder on a full-time basis that day, either at one of the Policyholder's business establishments or at a location which the Policyholder's business requires him/her to be present.

An Employee will be considered in Active Service on a day which is not one of the Policyholder's scheduled work days only if he/she was performing in the customary manner all the regular duties of his/her employment on the preceding scheduled workday.

3. AGE

The Insured Person's as of the Effective Date and as specified in the Schedule, and which should not be greater than 65 years.

4. ANNUAL LIMIT

The maximum aggregate amount of benefits payable under this Policy in respect of any one Insured Person per policy year, or per disability, whichever is applicable.

5. TERRITORIAL LIMIT

Within Singapore.

6. DAY SURGERY

Surgery that is scheduled and performed and is carried out by a Surgeon but not on an Inpatient basis.

7. DISABILITY

A sickness disease illness or injury arising from accident and any complications from it which is covered under this Policy.

8. EFFECTIVE DATE

The policy commencement date or date of Insured Person's first enrolment into the Policy, whichever is the later.

9. EMPLOYEE

A person employed on a full-time basis by the Policyholder.

10. HOSPITAL

A registered institution licensed as a Hospital by the Ministry of Health, for the care and treatment of persons who are injured or ill and which:

(a) provides organised facilities for diagnosis, treatment and major surgery;
(b) provides 24-hour nursing services by registered or graduate nurses and under the supervision of one or more Physicians at all times;
(c) is not primarily a clinic, a mental hospital, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or primarily for rehabilitation, or similar establishment.

11. HOSPITALISATION

Confinement for reason of Illness or injury to a Hospital bed or ward for a continuous period of at least 6 hours for purposes of treatment or Surgery and for which the Hospital levies a room and board charge.

12. ILLNESS OR SICKNESS

Any sudden and unexpected pathological deviation from the normal healthy state, marked by interruption, cessation or disorder of body functions, systems or organs as confirmed by a Physician.

13. INJURY

Bodily Injury caused solely and directly by an Accident.

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Section 1 - General Definitions (continued)

14. INPATIENT
A patient admitted into a Hospital for treatment, for which the Hospital levies a daily room and board charge.

15. INSURED PERSON(S)
The person(s) described in the Schedule.

16. INTENSIVE CARE UNIT
A section within a Hospital which is designated as an Intensive Care Unit by the Hospital and which is maintained on a 24-hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.

17. PERIOD OF INSURANCE
The period of cover shown in the Policy Schedule for which the appropriate premium has been paid.

18. PHYSICIAN OR GENERAL PRACTITIONER
A qualified medical or dental person with a degree in western medicine who is legally authorised to provide medical, dental or surgical services in the geographical area of his/her practice and practising within the scope of his/her license and training but excludes the Insured Person or a member of the Insured Person's immediate family.

19. POLICY YEAR
A period of 1 year (unless otherwise agreed), commencing from the Policy Commencement Date for the first Policy Year and from the respective Renewal Dates for subsequent Policy Years.

20. REASONABLE AND CUSTOMARY CHARGES
Charges and fees for medical care and treatment shall be considered Reasonable and Customary to the extent that they do not exceed the general level of charges or fees being made by others of similar medical standing in the locality where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same gender and of comparable age for a similar Illness or Injury at the Singapore General Hospital.

21. SPECIALIST
A medical or dental Physician with a degree in western medicine registered and licensed as such in the geographical area of his/her practice and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry and is practising within the scope of his/her license and training but excludes the Insured Person or a member of the Insured Person's immediate family.

22. SURGEON
A specialist who is qualified to perform Surgery.

23. SURGERY
Any invasive surgical intervention.

24. YOU, YOUR
The party named in the Schedule as the Policyholder.

25. WE, OUR, US
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Section 2 - General Exclusions

Unless specifically included in the Schedule of Benefits or by Endorsements, all medical care, tests and treatment in relation to the following shall not be payable by Us under the Policy:

1. Ambulance fees.
2. Cosmetic surgery.
3. Dental work (except due to accidental injuries).
4. Vaccination.
5. Infertility, sub-fertility, assisted conception or any contraceptive operation, including their related complications.
6. Sex change operations, including their related complications.
7. Optional items which are outside the scope of treatment.
8. Health screening examinations for the purpose of diagnosis and any treatment of a preventive nature.
9. Treatment of conditions or injuries arising from any malicious / willful / illegal acts by employer or employer's family members.
10. Treatment for conditions or injuries arising from any criminal acts committed by worker.
11. Maternity charges (including Caesarean operations or abortions, and their related complications).
12. Treatment for conditions or injuries arising from voluntary participation in hazardous sports.
13. Treatment of conditions or injuries arising directly or indirectly from nuclear fallout, war and related risk.
14. Treatment of venereal diseases and/or sexually transmitted diseases.
15. Repeat occurrence of:
    a. Treatment of conditions or injuries arising from drug addiction (except that of illicit drugs) or alcoholism.
    b. Treatment of conditions or injuries arising from participation in civil commotion, riot, or strike.
    c. Treatment of mental conditions and conditions or injuries arising from self-inflicted injuries and attempted suicide.
16. Treatment of conditions deemed as pre-existing illnesses within the first 12 months of employment under the same employer.
17. Treatment relating to birth defects, congenital abnormalities, hereditary conditions or conditions arising therefrom.
18. Overseas medical treatment.
19. Private nursing charges.
20. Purchase of medical equipment.
21. Medical repatriation.
22. Outpatient rehabilitation such as physiotherapy, occupational therapy and speech therapy, unless recommended by a medical practitioner during hospitalisation period.
23. Traditional Chinese medicine or any forms of alternative treatment.
24. Treatment which has received reimbursement from Work Injury Compensation Insurance (WICI) and other forms of insurance coverage.

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:-
   (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
   (ii) 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 the 60-day period referred to above, then:-
   (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
   (b) the deemed cancellation 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.

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Section 3 - General Conditions

1. ELIGIBILITY
Persons eligible for cover under this Policy are:
The Insured Persons must be residents of Singapore defined as foreigners holding a valid work Permit, S Pass or Special Pass, but exclude foreign domestic workers.

2. COMMENCEMENT OF COVER
If an Employee is not in Active Service on the date when his/her cover would otherwise become effective, the cover for the Employee, will not become effective until after he/she has returned to active full-time work. If the Effective Date falls on a weekend or holiday, the Employee must be in Active Service on the last work day.
If an eligible person is confined in a Hospital on the date his/her cover would otherwise be effective, such cover will not be effective until the date following his/her discharge from the Hospital.

3. POLICY PLAN UPGRADING
Any request for change of plan must be in writing at least 30 days prior to the renewal of this Policy and subject to Our approval. The change shall be effected only upon the next renewal of the Policy. For an Illness or Injury occurring during the period of 12 months after the date of upgrading, We shall not be liable beyond the limits applicable for the previous Policy Year, if such Illness or Injury directly or indirectly arises or results from a condition occurring or sustained during the previous Policy Year.

4. DATA REQUIRED
You shall furnish to Us full particulars, showing the Insured Person's name, gender, work permit number/passport number, date of birth, medical plan, effective date, date of termination of insurance coverage and change in benefits and other pertinent information as is necessary to carry out the terms of this Policy.

You shall notify Us in writing immediately upon date of employment of any addition of new employees and within 1 month of any deletion of employees under this Policy.

You shall furnish Us with all information and proof which We may reasonably require with regard to any matters pertaining to the Policy. All documents furnished to You by any Insured Person in connection with the insurance and other records as may have a bearing on the insurance under this Policy shall be opened for inspection by Us at all reasonable times.

5. BILLING ADMINISTRATION ON NAMED-BASIS
For the inclusion of a new Insured Person, the premium payable in respect of the Insured Person shall be calculated according to pro-rata on the number of days to the policy expiry or based upon a period of 12 months.

6. POLICY LIMIT
Our total aggregate liability shall not exceed the Annual Limit for any Insured Person as set out in the Schedule of Benefits for any one Policy Year.

When the aggregate total benefits paid under this Policy reaches the Annual Limit for any Insured Person in any one Policy Year, no further benefits shall be payable in respect of that Insured Person for the remainder of that Policy Year.

7. MISSTATEMENT OR FRAUD
We shall have no liability to pay any benefit under this Policy if You or any Insured Person:
(a) fail to fully and truthfully disclose to Us all material information known (or which could reasonably be expected to be known) before inception of this Policy and upon each renewal;
(b) fail to properly observe and fulfill the terms and conditions of this Policy;
(c) make any untrue statement;
(d) omit, suppress or incorrectly state any material information affecting the risk;
(e) make any claim that is fraudulent or exaggerated, or make any false declaration or statement in support of a claim.

8. POLICY RENEWAL
The Policy is renewable at Our option, subject to underwriting requirements being fulfilled and at the premium rates determined at that time by Us. Where at renewal a request is made to hold cover, the maximum period that cover can be held will be 14 days. If at the end of this period the Policy is cancelled or lapsed for any reason whatsoever, You must pay Us a premium for the number of days the cover was held which will be calculated pro-rata on the renewal premium.

9. CHANGES IN CIRCUMSTANCES
You shall immediately notify Us of any material change, or change in circumstances likely to give rise to a change, in particular, any changes in occupation or health status or change in the nature of Insured's business. In event of a failure to comply with this Condition, We shall be entitled to repudiate any claim under this Policy or to adjust the scope of cover and/or premium paid under this Policy.

10. AUTOMATIC TERMINATION
Insurance under this Policy in respect of each Insured Person shall automatically terminate on the earliest happening of the following events:
(a) on the date this Group Policy is terminated; or
(b) upon the death of such Insured Person; or
(c) on the date of termination of employment of the Employee; or
(d) on the date in which the Employee is retired or pensioned; or
(e) the Insured Person no longer meets the eligibility requirements; or
(f) non-payment of premium by the Policyholder after premium due date.

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Section 3 - General Conditions (continued)

11. CANCELLATION / TERMINATION OF COVER
You have the right to cancel this Policy or to terminate cover for any Insured Person at any time by giving Us 30 days' written notice prior to the expiry date. We shall advise You of the effective date of termination of this Policy and grant. You a refund based on the following:
(a) termination within the first 6 months of the policy: 50% of premiums paid will be refunded.
(b) termination within the 2nd 6 months of the policy: no refunds will be made

No refund will be made for termination on any Insured Person who has made a claim during the policy period.

We have the right to cancel this Policy or any section or part of it by giving You 30 days' written notice and upon cancellation, You will be granted a pro-rated refund of the total premium paid corresponding to the unexpired Period of Insurance.

12. CLAIMS PROCEDURES
Written notice of claim must be provided to Us within 30 days after the occurrence of any event which may give rise to claim under this Policy.

All claims shall be made on Our prescribed form and submitted to Us together with all original documentation, itemised bills, receipts, prescriptions and diagnosis.

We shall have the right and the opportunity through Our Physicians to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. We shall bear the expenses incurred in such examinations, unless the claim is proven to be invalid, in which case We shall be entitled to recover all the expenses so incurred from You.

In the course of claims investigation and where required, We may request for a medical report from the attending Physician. Such medical report is reimbursable up to $75 per disability.

If the Insured Person fails to cooperate with Us in our admission of the claim, We may at Our discretion, terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable.

13. PAYMENT OF BENEFITS
Any benefits or reimbursements payable under this Policy shall be paid to the Hospital, You or the Insured Person. The Hospital's receipt, Your receipt, or the Insured Person's receipt, of any benefit payable under this Policy shall in all cases be deemed final and complete discharge of all Our liability.

14. OTHER INSURANCES AND THIRD PARTY LIABILITY
If at the time of claim the Insured Person holds other insurance which provides for payment of medical expenses relating to a claim, You shall advise Us of the details of such other insurance and We shall be liable only for the balance of the amount recoverable from such other insurance.

In the event of any claim or right of action against any third party relating to a claim under this Policy, You must notify Us in writing immediately of all developments and take all steps that We may reasonably require to include all benefits claimed for under this Policy in any claims against the third party with the objective of recovering the claim paid from the third party.

15. LEGAL AND BENEFICIAL OWNER
We shall treat You as the absolute legal and beneficial owner of this Policy and shall not be bound to recognise any equitable or other claim interest in this Policy.

16. GOVERNING LAW
This Policy shall be governed by and interpreted in accordance with the Laws of Singapore.

17. CURRENCY
All claim payments shall be made in Singapore Dollars and no interest will be added to any amount of benefit payable under this Policy. Charges incurred in another currency shall be payable in Singapore Dollars on the basis of the quoted exchange rate in effect on the date such claim is to be paid.

18. INTEREST
No sum payable by the Company under this Policy shall carry interest.

19. RIGHTS OF THIRD PARTIES
A person or any entity who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

20. NON-ASSIGNMENT
This Policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

21. LEGAL PROCEEDINGS
No action at law or in equity shall be brought under this Policy against Us prior to the expiration of 60 days after the proof of claim has been filed in accordance with the requirements of this Policy nor shall such action be brought at all unless it is brought within 2 years from the expiration of the period within which proof of claim is required under this Policy. If We shall disclaim liability for any claim under this Policy and no action has within 12 calendar months from the date of such disclaimer been commenced against Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

22. DISPUTE RESOLUTION / MEDIATION / ARBITRATION
Any dispute arising out of this Policy must first be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDReC) where the dispute falls within FIDReC's jurisdiction. You may view the procedure to file complaints to FIDReC at https://www.fidrec.com.sg/process/.

If the dispute arising out of this Policy cannot be resolved by FIDReC or falls outside of FIDReC's jurisdiction, the dispute shall be referred to and finally resolved in arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

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Section 3 - General Conditions (continued)

23. SUBROGATION
You and/or the Insured Person hereby agrees that We have the right to proceed at Your expense in You and/or the Insured person name's against any third parties who may be responsible for an occurrence of an event giving rise to a claim under this Policy.

24. CLERICAL ERROR
If a clerical error or other mistake occurs, that error will not deprive You of benefits under the Policy nor will it create a right to benefits. If You make a clerical error (including but not limited to, sending Us inaccurate information regarding addition or termination of coverage under the Policy), We shall not make any retroactive adjustments beyond a 60-day period.

25. FORM OF NOTICES
All notices and communication required under this Policy shall be given in writing to the other party at their respective addresses or such addresses as may be advised in writing and shall be made by hand, ordinary post, registered mail, facsimile message or email.

The date of receipt of notices and communication will be deemed:
(a) if given personally, then on the date of receipt;
(b) if sent by prepaid post, then on the date of sending out;
(c) if sent by registered mail, then 2 days after date of posting;
(d) if sent by facsimile transmission or email, then on the same day it was transmitted.

Section 4 - Description of Benefits

1. DAILY ROOM AND BOARD
Hospital charges for accommodation, general nursing services and meals for each day of confinement as an Inpatient in a Hospital at the recommendation of a Physician. The total number of days for which the daily room and board charges are payable shall include confinement in the Intensive Care Unit of the Hospital.

In the event the Insured Person is warded in a higher class of ward from that which he/she is entitled under this Policy, We shall only pay the charges that would have been incurred if the Insured Person had been warded in accordance with the plan under which he/she is covered as specified in the Schedule. In the event the Insured Person is warded in a lower class of ward, We shall only pay the charges incurred in accordance to the class of ward that the Insured Person was actually warded in.

Where Our Physicians deem the length of Inpatient stay or Hospital charges to be unreasonable, We reserve the right to limit payment to what Our Physicians deem to be Reasonable & Customary Charges.

2. INTENSIVE CARE UNIT (ICU)
The daily room and board charges incurred when an Insured Person is confined as an Inpatient in the Intensive Care Unit of a Hospital.

3. OTHER HOSPITAL SERVICES
Hospital charges incurred while confined in the Hospital:
(a) prescription drugs consumed in the Hospital
(b) inpatient diagnostic procedures and physiotherapy that are medically necessary
(c) special nursing and medically necessary ancillary services & consumable items
(d) use of an operating theatre necessary for surgery

4. SURGICAL BENEFITS
The Surgeon's Fees payable shall be either the actual fees for the Surgery or an amount obtained by multiplying the maximum benefit payable as per the Schedule of Benefits with the percentage number payable according to the Group under which the Surgery is classified in the Surgical Schedule of Fees, whichever is the lower.

If two or more surgical procedures are performed during the course of a single operation through the same incision, benefits will be allowed only for surgical procedure having the higher limit.

5. IN-HOSPITAL CONSULTATION
Fees charged for daily bedside visits made by the attending Physician during the Insured Person's confinement in the Hospital. This benefit is limited to one visit per day.

6. PRE-HOSPITALISATION SPECIALLIST CONSULTATION& DIAGNOSTIC X-RAY & LAB TEST
Charges incurred for consultation with a Specialist upon the recommendation in writting by a Physician and any examination and tests ordered by the Specialist and performed for the diagnosis of a medical condition which results in Hospitalisation or Surgery within the period specified in the Schedule of Benefits.

The benefits payable shall not exceed the maximum limit specified in the Schedule of Benefits. This shall also include treatment at the A&E Department of the Hospital that necessitates immediate Hospitalisation.

7. POST-HOSPITALISATION TREATMENT
Charges incurred for follow-up treatment by the same attending Physician received immediately after discharge from a Hospital or Day Surgery, provided the treatment is for the same medical condition for which the Inpatient treatment or Day Surgery was required. The benefits payable shall not exceed the maximum limit specified in the Schedule of Benefits and the treatment must be received within the period specified in the Schedule of Benefits.

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