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Co. Reg. No. 197100152R

INSUREHELPER PLUS



Member of the UOB Group

INSUREHELPER PLUS POLICY

This Policy, the Schedule and Letter of Guarantee 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 specific meaning wherever it may appear.

Whereas the Insured by the proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the **United Overseas Insurance Limited** (herein called "the Company") for the insurance thereafter contained and has paid or agreed to pay the premium as consideration for such insurance.

DEFINITIONS

For the purpose of this Policy:

1. Accident or Accidental shall mean any injury resulting solely and directly from sudden, unforeseen, and unexpected event, whether or not arising out of or in the course of employment and whether or not in Singapore.
2. AIDS or Acquired Immune Deficiency Syndrome shall have the meaning assigned to it by the World Health Organization. AIDS includes Opportunistic Infection, Malignant Neoplasm or any disease or sickness in the presence of a sero-positive test for HIV and shall include H.I.V. (Human Immune Deficiency Virus) encephalopathy (dementia) and H.I.V. (Human Immune Deficiency Virus) Wasting Syndrome.
3. Chiropractor shall mean a legally licensed practitioner duly registered and practising within the scope of his/her license pursuant to the laws of Singapore. The attending Chiropractor shall not be the Insured Person or a person who is related to the Insured Person
4. COVID-19 or "Coronavirus Disease 2019" shall have the meaning assigned to it by the World Health Organisation. COVID-19 is an infectious disease caused by the SARS-CoV-2 virus.
5. Excess shall mean the amount to be borne by the Insured in the event of a claim.
6. Hospital shall mean an establishment which meets all the following requirements:
 - (a) Holds a licence as a hospital (if licensing is required in the state or government jurisdiction);
 - (b) Operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - (c) Provides 24-hour a day nursing service by registered or graduated nurses;
 - (d) Has a staff of one or more licensed Physician available at all times;
 - (e) Provides organized facilities for diagnosis and major surgical facilities and
 - (f) 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.
7. Insured/ You/ Your/ Yourself refers to the employer of the migrant domestic helper.
8. Insured Person refers to the migrant domestic helper employed by the Insured described in the Schedule.
9. Loss of Eye shall mean total and irrecoverable loss of sight.

10. Loss of Limb shall mean:
 - (a) in the case of upper limb loss by physical severance of at least all four fingers in their entirety or permanent total loss of use of an entire arm or hand;
 - (b) in the case of lower limb loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.
11. Loss of Finger, Thumb or Toe(s) means total loss by physical severance.
12. 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 and holds a valid work permit in respect of such employment to the date the Insured Person returns to her home country.

When the Insured Person is on home leave, this Policy will cease from the time she leaves Singapore and resume upon her return to Singapore or upon the renewal of her work permit with the same Insured whichever is the later.

There will be no refund of premium for the period when the Insured Person is on home leave while this Insurance is temporary suspended.
13. Physical Abuse shall mean an intentional act that will cause harm to a person's body. This includes, but is not limited to hitting, pushing, pulling, pinching, twisting, bending or manipulating any part of a person's body in a manner that causes discomfort, pain, and/or injury.
14. Physician or Surgeon shall mean a practitioner of occidental medicines registered under the Medical Register of the Ministry of Health, Singapore.
15. Pre-existing Condition shall mean any Sickness, Illness, condition or symptom which existed prior to the effective date of this Policy:
 - (a) for which treatment, medication, advice or diagnosis has been sought or received; or
 - (b) which originated or was known to exist by the Insured or the Insured Person prior to the effective date of this Policy whether or not treatment or advice or diagnosis was sought or received.
16. Private Hospital shall mean a hospital licensed to operate as a hospital under the Private Hospitals and Medical Clinics Act other than a Public Hospital as defined herein.
17. Public Hospital (previously referred to as Government Restructured Hospital) means a Hospital in Singapore and classified as such by the Ministry of Health in Singapore and is run by companies wholly owned by the government of Singapore and receives government subvention or subsidy for the provision of subsidized medical services to patients.
18. Sickness or Illness shall mean a physical condition marked by a pathological deviation from the normal healthy state.
19. The Company/ We/ Us/ Our/ Ourselves refers to United Overseas Insurance Limited.
20. Third Degree Burn shall mean a burn resulting in the damage or destruction of the skin to its full depth and damage to the tissue beneath.
21. Traditional Chinese Medicine (TCM) Practitioners shall mean Chinese Physicians that hold a valid license from the Ministry of Health, Singapore and/or are registered with the Traditional Chinese Medicine Practitioners Board, Singapore.



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INSURANCE BENEFITS

We agree, subject to the terms, exclusions and conditions contained herein or endorsed will provide Insurance Benefits in the terms set out in this Policy.

Section 1: Letter of Guarantee to Ministry of Manpower (MOM)

We agree to provide a Letter of Guarantee in a prescribed form in lieu of cash deposit to the MOM as required by the Security Bond made under section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of Immigration Regulations.

In consideration of Us having agreed at the request of the Insured to provide this Letter of Guarantee to MOM in connection with the employment of the Insured Person for the Period of Insurance stated in the Schedule, the Insured and the guarantor (if any) agree to fully indemnify Us, against any payment, costs and expenses which We may incur under the obligation of this Letter of Guarantee. We have the rights to seek recovery in the event the Insured and/or the guarantor breach the agreement to indemnify Us.

Optional Cover

This Benefit is not covered in the Policy unless specifically requested by the Insured.

In consideration of the payment of additional premium, it is hereby agreed and declared that We agree to waive partial of Our rights to obtain indemnification from the Insured in the event of forfeiture of the Letter of Guarantee which has been effected in lieu of the cash deposit required by Ministry of Manpower, due to breach of the conditions of the Security Bond imposed under section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of Immigration Regulations by the Insured Person.

It further extends to cover the unexplained disappearance of the Insured Person resulting in the inability of the Insured to repatriate the Insured Person. The Insured must prove that he/she has made reasonable efforts to locate the Insured Person and the disappearance of the Insured Person is not arising out of any circumstance caused directly or indirectly by the Insured and/or Insured's family members or tenants residing with the Insured.

The Insured shall bear the Excess stated in the Schedule.

Section 2: Personal Accident

We will pay the appropriate Benefit to Insured Person or Insured Person’s legal personal representative if during the Period of Insurance, the Insured Person shall suffer Accidental bodily injury which shall independently of any other cause result in the Death, Permanent Disablement or Medical Expenses within one (1) year from the date of Accident which the Benefit is claimed.

Geographical area for Section 2A and 2B: Worldwide

Section 2A Death Sum Insured stated in the Schedule.
 Section 2B Permanent Disablement The relevant percentage as set out in the Scale of Compensation up to the sum insured stated in the Schedule.

Scale of Benefits	Percentage of the Insured Person’s Principal Sum as specified in the Schedule
	Scale
Accidental Death	100%
Permanent Disablement	
• Total and permanent paralysis	100%
• Loss of two (2) or more limbs	100%
• Loss of one hand or one foot	50%
• Total and irremediable loss of all sight in both eyes	100%
• Total and permanent loss of sight of one eye except perception of light	50%
• Total and permanent loss of hearing - both ears - one ear	50% 15%
• Loss of a Thumb - both phalanges - one phalanx	25% 10%
• Loss of an Index Finger - three phalanges - two phalanges - one phalanx	10% 8% 4%
• Loss of other Fingers - three phalanges - two phalanges - one phalanx	6% 4% 2%
• Loss of a Big Toe - both phalanx - one phalanx	5% 3%
• Loss of each other Toe	2%
• Third Degree Burn	50%

Section 2: Personal Accident (Cont')

Section 2C Medical Expenses Up to the limit stated on the Schedule.

Geographical area for Section 2C: Singapore only.

We will reimburse Insured for the medical expenses necessarily incurred by the Insured Person for out-patient treatment (including day surgery) arising from an Accident. The limit stated in the Schedule for this benefit is the maximum limit for any one Accident and in the aggregate of one Period of Insurance.

Extensions for Section 2(C)

(i) Traditional Chinese Medicine and/or Chiropractic Treatment

We will reimburse Insured for the medical expenses necessarily incurred by the Insured Person for treatment by herbalist, acupuncturist and bonesetter on injuries other than fractures arising from an Accident sustained during the Period of Insurance. Such treatment must be given by a qualified Traditional Chinese Medicine Practitioner Chiropractor, subject to the Sub-limit stated in the Schedule for any one Accident and in the aggregate of one Period of Insurance.

(ii) Dental Treatment due to Accident

We will reimburse Insured for the medical expenses incurred by the Insured Person for treatment by a licensed dentist, necessitated by an Accident sustained during the Period of Insurance, subject to the Sub-limit stated in the Schedule for any one Accident and in the aggregate of one Period of Insurance.

(iii) Dengue Fever

We will reimburse Insured for the medical expenses including the cost of diagnostic test, incurred by the Insured Person for out-patient treatment for dengue fever, subject to the Sub-limit stated in the Schedule for any one claim and in the aggregate of one Period of Insurance. The submission of blood test results with confirmed diagnosis as proof of claim in addition to the other evidence is required.

In the event the Insured Person is hospitalised for treatment for dengue fever, no benefit will be payable under this Extension but will be payable under Section 5.

Special Provisions to Section 2

1. Benefits shall only be payable to Insured Person or Insured's personal representative under either Death or Disablement in connection with the same Accident and not both.
2. In the event of an Accident that giving rise to a claim under Death or 100% Disablement, the liability of the Company shall be discharged upon payment of the Benefit except for benefit under Section 2C.
3. Benefits payable as a result of one Accident shall not exceed 100% of the Principal Sum for Disablement for the Insured Person.
4. Benefits payable for loss or loss of use of a whole Limb shall not also include Disablement for parts of that Limb.
5. No Benefits shall be payable for Loss of Limb or Eye until at least thirteen (13) weeks after the date of the Accident and such Benefits shall only be payable if Death does not happen as a result of the Accident.
6. Any expenses in respect of normal dental inspection or treatment or in obtaining dentures or eye glasses or the like or hearing aids or prosthesis, corrective devices and medical appliances which are not surgically required.

Section 3 - Bereavement Benefit

We will pay a lump sum to Insured Person's legal personal representative upon death of the Insured Person during the Period of Insurance.

Section 4: Repatriation Expenses

We will reimburse Insured for the reasonable charges incurred for burial or cremation of the Insured Person in Singapore or transporting the body or ashes of the deceased Insured Person from place of death occurred to the Insured Person's home country in the event of death due to an Accident, Sickness or Illness up to the limit stated in the Schedule.

Section 5: Hospitalisation and/or Surgical Expenses

We will reimburse Insured for the Hospital and Surgical expenses, necessarily incurred by the Insured Person, subject to a Co-payment Scheme, when admitted as a registered in-patient to a Hospital in Singapore due to Accident, Sickness or Illness. If the Insured Person is admitted to a ward higher than the B2 Class of the Public Hospital or to a Private Hospital for treatment, the Pro-Ration Factor shall apply.

The Hospital and Surgical expenses includes:

- (a) **Inpatient Care**
Reimbursement of the charges for all medically necessary treatments provided by or on the order of a Physician to the Insured Person when admitted as a registered in-patient to a Hospital. Cover includes room and board charges (including warded in intensive care units), meal charges, nursing care, diagnostic, laboratory or other medically necessary facilities, specialist consultations or visits and all drugs, dressings or medications prescribed by the treating Physician for in-hospital use. The costs of non-medically necessary goods or services including such items as telephone, television and newspapers are not covered.
- (b) **Day Surgery**
Reimbursement of the charges for all medically necessary surgical procedures and related treatment provided by or on the order of a Physician to the Insured Person at a Hospital. It excludes all non-surgical procedures and related treatment.
- (c) **Surgery Charges**
Reimbursement of actual fees charged by the Surgeon or Surgeons for the operations, theatre and anaesthetist charges.
- (d) **90 Days Pre-Hospitalisation Diagnostic**
Reimbursement of charges incurred for the specialists' fees for consultation, pathology and radiography following referral from a general practitioner, incurred within ninety (90) days prior to Hospital confinement or surgical operation for each Sickness or Illness. Benefit is not payable for out-patient treatment (including medications and any subsequent consultations after the Sickness or Illness is diagnosed), nor if the Insured Person is not subsequently hospitalised or surgically treated after such diagnostic services have been provided.
- (e) **90 Days Post-Hospitalisation Surgery Treatment**
Reimbursement of charges incurred for follow-up treatment by the same attending Physician or Surgeon up to a period of ninety (90) days immediately following discharge from Hospital or after day-surgery is performed in a Hospital.
- (f) **Specialist Outpatient Care**
Reimbursement of charges incurred for the specialist consultation and referral fee including the cost of a second opinion prior to hospitalisation provided such consultation is recommended in writing by the attending Physician and incurred ninety (90) days prior to inpatient treatment or surgery. Benefit is not payable if Insured Person is not subsequently admitted to Hospital for in-patient treatment or day surgery within the 90-day period.

Extension for Section 5

- (i) Cover for treatment of COVID-19 illness
 We will reimburse Insured for the medical expenses necessarily incurred by the Insured Person for inpatient treatment in the event she is diagnosed with COVID-19 during her employment with the Insured. Such treatment must be in a Public Hospital. Any treatment in a Private Hospital, medical centre or clinic will not be covered by the Policy.

The Policy will not pay for any mandatory COVID-19 swab tests that the Insured Person is required to take for entry into or exit from Singapore, including pre-departure and post-arrival tests.

Pro-ration Factor Table

In the event the Insured Person is confined in a higher ward than “B2” ward in a Public Hospital, the Company will reimburse the Hospital and Surgical Expenses payable by applying the Pro-ration Factor as shown below, subject to the limit as stated in the Schedule, whichever is the lower.

Type of Hospital	Type of Ward	Percentage (%) of claim payable
Public Hospital	A1	50%
	A2	60%
	B1	70%
	B2 or 5 bedded or more	100%
Private Hospital	All Wards	40%

Provided always that the Annual Limit and Limit of Liability per Policy Period shall not exceed the respective limits stated in the Schedule.

Co-payment Scheme

We will reimburse Insured the eligible Hospital & Surgical Expenses (“eligible claims”) from the first dollar up to S\$15,000. For eligible claim exceeding \$15,000, Insured shall bear a co-payment of 25% of the balance eligible claim in excess of \$15,000 and 75% of the balance eligible claim will be paid by the Company.

Provided always that the total liability of the Company shall not exceed the limit stated in Schedule per annual per Accident or Sickness or Illness.

For illustration purpose only

	The Insured’s Co-payment	
S\$15,000 First-dollar cover	25%	100% of bill that exceeds annual Claim limit
	75%	
The Company will reimburse Insured up to Annual Claim limit of S\$60,000		

Section 6: Migrant Domestic Helper's Personal Belongings

We will reimburse Insured Person for loss or damage to her personal belongings caused by fire, water following bursting or overflowing of water tank(s), apparatus or pipe(s), flood, or theft accompanied by actual forcible and violent entry into or exit from the Insured's residence in Singapore, provided the Insured's residence is not left unoccupied for more than sixty (60) consecutive days up to the limit stated in the Schedule.

Section 7: Reimbursement of Salary Paid

We will reimburse Insured for the actual salary paid to the Insured Person for the period whilst the Insured Person is hospitalised due to an Accident, Sickness or Illness up to the limit stated in the Schedule.

Section 8: Temporary Alternate Arrangement

We will reimburse Insured the reasonable fee incurred for making temporary alternative arrangement such as putting the elderly in day care centre or hospice or the Insured's child(ren) in childcare centre in the event the Insured Person is hospitalised for more than three (3) consecutive days due to Accident or Sickness or Illness up to the limit stated in the Schedule.

Original receipt issued by such registered service provider must be submitted for claim purpose.

Section 9: Termination and/or Re-hiring Expenses

We will reimburse Insured the reasonable expenses incurred:

- (a) for terminating the service of the Insured Person upon confirmation from a registered Physician or Surgeon that the Insured Person is medically unfit to continue to work as a migrant domestic helper due to an Accident, Sickness or Illness.
- (b) for hiring a new migrant domestic helper to replace the deceased or medically unfit Insured Person provided that and the replacement with a new migrant domestic helper must be made within thirty (30) days from the date of termination of the Insured Person's employment with the Insured up to the limit stated in the Schedule.

Section 10: Migrant Domestic Helper's Liability

We will indemnify Insured for any one event and in the aggregate for all sums for which he/she may be legally liable to a third party in respect of:

- (a) accidental bodily injury or death or;
- (b) accidental damage to property

caused by the negligence of the Insured Person while in the course of and arising out of her employment with the Insured.

We shall not be liable to pay in respect of the following:

- (i) bodily injury to members of the Insured's household permanently residing with Insured, or
- (ii) damage to property belonging to members of the Insured's household permanently residing with the Insured; or
- (iii) 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 11: Care Benefit Against Physical Abuse by Migrant Domestic Helper

We will reimburse Insured the reasonable medical expenses incurred by Insured or his/her family member(s) who is/are residing with the Insured for medical treatment due to Physical Abuse by the Insured Person.

Such incident must be reported to Ministry of Manpower and police immediately.

LIMITS OF BENEFITS

1. The Limits of Benefits for each Section is stated in the Schedule.
2. The Maximum Limit stated in the Schedule for Section 5 - Hospitalisation and/or Surgical, is on annum and is subject to Co-payment Scheme and Pro-ration Factor. The treatment must be from any Public or Private Hospitals in Singapore only.

WAITING PERIOD FOR SICKNESS OR ILLNESS

1. No Benefits shall be payable under this Policy to the Insured or Insured Person on any expenses relating to a Sickness or Illness sustained independent from any other causes within thirty (30) days from the time of commencement of this Policy or commencement of cover for the Insured Person.
2. This Waiting Period is applied to the first time an Insured Person is covered under this Policy provided there is no break in cover.

GENERAL EXCLUSIONS

This Policy does not cover:

1. Pre-existing Condition unless the Insured Person has been continuously insured with Us for more than twelve (12) months.
2. Routine health screening examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, spectacles, contact lenses, hearing aids or purchase of medical equipment or for the purpose of diagnosis and any treatment of a preventive nature.
3. Any claims arising directly or indirectly from:
 - (a) Intentional self-inflicted injuries; suicide or attempted suicide (while sane or insane);
 - (b) Injuries sustained as a result of a criminal act of the Insured Person (while sane or insane) or unlawful act or willful exposure to danger (other than in an attempt to save human life);
 - (c) Bodily injury due to a gradually operating cause
 - (d) Any geriatric, psycho-geriatric or psychiatric, nervous conditions and mental disorder of any kind, drug addiction or alcoholism, rest cures or special nursing cares;
 - (e) All occurrences of venereal disease, sexually transmitted diseases, Acquired Immunodeficiency Syndrome (AIDS) and AIDS related complications;
 - (f) Any communicable disease requiring isolation or quarantine by law unless such disease is contracted during her employment;
 - (g) Overseas Medical treatment;
 - (h) Medical repatriation;

4. Any claims arising directly or indirectly from:
 - (a) All pregnancy including childbirth, caesarean operation, abortion, miscarriage, infertility, sub-fertility, assisted conception, or any contraception, sterilization, menopause, sex-change operations or any complications therefrom (including those detected after first 12 months);
 - (b) Treatment for varicocele, congenital abnormalities or physical defects from birth (including those detected after first 12 months);
 - (c) Treatment for obesity, weight reduction and improvement;
 - (d) Treatment for conditions or injuries arising from any criminal acts committed by the migrant domestic helper;
 - (e) Cosmetic or plastic surgery except for reconstructive surgery due to an Accident only;
 - (f) Dental care and treatment (including oral surgeries), except emergency treatment to sound natural teeth damaged by injury sustained in an Accident;
 - (g) Eye test and vision care including any process in determining the refractive errors of the eyes and their correction;
5. The Insured Person having taken a drug unless You prove that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction or alcoholism.
6. Any outpatient rehabilitation such as physiotherapy, occupational therapy and speech therapy, unless recommended by a Physician during hospitalisation period.
7. Ambulance fees.
8. Treatment which has received reimbursement from Work Injury Compensation Insurance (WICI) and other forms of insurance coverage.
9. Any loss, claim or payment arising out of any circumstances caused directly or indirectly by the Insured's or members of Insured's household permanently residing with Insured.
10. Accident while flying other than as a fare paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of such passenger.
11. Any claim when Insured Person is involved in hazardous sports including but not limited to winter sports (other than leisure skiing), mountaineering, rock climbing, water skiing, underwater activities, aerial activities, etc.
12. Any claim caused by war, invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or strikes, riots and civil commotion (unless unforeseeable).
13. Any claim caused by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and the like.

GENERAL CONDITIONS

1. Alternation of Document

Any amendment to this Policy will not be valid unless endorsed in writing by the Company.

2. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provision in that behalf for the time being in force.

Where any difference is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

No action or suit shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within one (1) year from the expiration of time within which proof claim is required by the Policy.

3. Premium Refund

The Company's liability under this Policy shall cease immediately upon the receipt of the discharge notice given by Ministry of Manpower during the Period of Insurance. In such event, the Insured is entitled to a premium refund based on the following scale, provided there is no claim made under this Policy.

Discharge Date	Percentage of Premium Refund
Within 31 days from the effective date of this Policy	85%
Between 32 to 60 days from the effective date of this Policy	80%
Between 61 to 90 days from the effective date of this Policy	60%
Between 91 to 180 days from the effective date of this Policy	30%
More than 180 days from the effective date of this Policy	No Refund

4. Conduct of Claims

- (a) Written notice of the event which may give rise to a claim must be given to the Company within thirty (30) days after the occurrence or commencement by the Insured or Insured Person and in the event where there Insured is unable or refuse to do so, the Insured Person or her legal representative, MOM is allowed to do so.
- (b) All certificates, information and evidence must be provided at Insured's expense or at the expense of any claimant in the form and nature required;
- (c) The Insured Person may be required to undergo a medical examination by Our medical advisor at Our expense in respect of any condition on which a claim is based;
- (d) Claim payment is in Singapore dollar and shall not carry any interests.

5. **False or Exaggerated Claims**

No payment will be made under this Policy if the claim is:

- (a) in any respect fraudulent;
- (b) intentionally exaggerated;
- (c) supported by false declaration.

6. **Observance of Terms**

It is a condition precedent to our liability that any one claiming indemnity or Benefits complies with the terms of this Policy.

7. **Other Insurance**

If any other insurance covers the same Accident, Sickness or Illness, the Company will pay only Our rateable proportion of such claim. This Condition does not apply to Insurance Benefit under Section 2(A), 2(B) and Section (3) of this Policy.

8. **Precaution**

The Insured and Insured Person shall take all reasonable precautions to prevent Accident, Sickness or Illness and shall comply with all statutory requirements.

9. **Non-Guaranteed Premium**

The premium payable for this insurance is not guaranteed and may be increased at policy renewal at the full discretion of the Company.

MEMORANDUM APPLICABLE TO ALL SECTIONS

1. **Choice of Law**

This Policy shall be governed by and construed in accordance with the law of Singapore and each party agrees to submit to the exclusive jurisdiction of Singapore.

2. **Condition Precedent**

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

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

3. **Contract (Rights of Third Parties) Act 2001**

It is hereby understood and agreed that a person who is not a party to this policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

4. **Jurisdiction**

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

5. **PDPA Clause (Individual)**

In accordance to the provisions of the Personal Data Protection Act 2012 ("PDPA"), the UOI's Privacy Notice shall form part of the terms and conditions of this Policy.

A copy of UOI's Privacy Notice can be found at www.uoi.com.sg

6. **Policy Owner's Protection Scheme**

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

7. **Premium Before Cover Warranty**

- (1) The premium due must be paid to the Insurer (or the intermediary through whom this Policy or Bond was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the intermediary when one of the following acts takes place:
 - (a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
 - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (c) A payment through an electronic medium including the internet is approved by the relevant party;
 - (d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
- (2) In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- (3) In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Insurer or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Insurer provided that no claim has been made under the insurance and the cover shall be treated as if never put in place. Free Look provision does not apply to Bond.

8. **Sanction Limitation and Exclusion Clause**

No Insurer shall be deemed to provide cover and No Insurer shall 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 that Insurer to any Sanction, Prohibition or Restriction under United Nations Resolutions or the Trade or Economic Sanctions, Laws or Regulations of Singapore, The European Union, United Kingdom or United States of America.

9. **Terrorism Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organizations(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleged that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.