



Underwriting Agents:



安大保險代理私人有限公司
ANDA INSURANCE AGENCIES PTE LTD

7 Keppel Road #02-18/20, Tanjong Pagar Complex, Singapore 089053.
Tel: 6534 2288 Fax: 6534 2222
E-mail : enquiries@anda.com.sg Website: www.anda.com.sg

Emergency Medical Assistance Provider:

HENG-GREF WORLDWIDE EMERGENCY MEDICAL ASSISTANCE PTE LTD TEL : 6272 6018 (24 HOURS)

SmartHelper

Your SmartHelper Policy is a Contract between you and AXA Insurance Singapore Pte Ltd (the Company) and it consists of

- this Policy Jacket
- the Schedule, which details relation to you, the type of cover and Period of Insurance
- any Endorsment
- the application form, declaration and any other information given, which form the basis of this Contract.

Having received and accepted your first premium, and any subsequent premiums required, we will provide the cover shown in the various sections of the Policy you have chosen, up to the sum insured or limits of indemnity stated in your Schedule

SECTION 1 - LETTER OF GUARANTEE

The Company will provide a Letter of Guarantee to The Ministry of Manpower of Singapore (a copy is attached) in lieu of the cash deposit required under section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of Immigration Regulations and is subject to the Insured's and/or the Guarantor's (if any) obligations to fully indemnify the Company against any claim, costs and expenses which the Company may incur under this Guarantee.

SECTION 2 - PERSONAL ACCIDENT – WORLDWIDE

The Company will subject to the terms and conditions of this Section pay to the Insured Person or her Legal Representative Benefit A or B and to the Insured Benefit C & D, up to the limit stated in the Schedule if during the Period of Insurance the Insured Person named in the Schedule shall sustain Bodily Injury resulting directly and independently of any other cause within twelve (12) calendar months in death or disablement or medical expenses.

Benefit A – Accidental Death

The Company will pay the amount stated in the Schedule if the Insured Person shall sustain Bodily Injury during the Period of Insurance, which results in the Insured Person suffering death within twelve (12) months of the Accident.

Benefit B – Permanent Disablement

The Company will pay such percentage specified in the Permanent Disablement Scale herein if the Insured Person shall sustain Bodily Injury during the Period of Insurance, which results in the Insured Person suffering Permanent Disablement within twelve (12) months of the Accident.

PERMANENT DISABILITY SCALE		Percentage (%) (applies to the sum insured in the Schedule)
Permanent Total Disablement:		
a) Loss of two limbs		
b) loss of both hands or of all fingers and both limbs		
c) Total and permanent loss of sight or both eyes		
d) Total paralysis		100 %
e) injuries resulting in being permanently bedridden		
f) Loss of hand at wrist		
g) Loss of arm - at shoulder; between shoulder and elbow; at and below elbow		
h) Loss of leg - at hip; between knee and hip; below knee		
Loss of	- four fingers and thumb or one hand	50 %
	- four fingers of one hand	40 %
Loss of thumb	- both phalanges	25 %
	- one phalanx	10 %
Loss of any finger	- three phalanges	10 %
	- two phalanges	7 %
	- one phalanx	3 %
Loss of metacarpals	- first or second(additional)	3 %
	- third, fourth or fifth(additional)	2 %
Loss of toes	- All	15 %
	- great, both phalanges	5 %
	- great, one phalanx or any other toes	2 %
Loss of hearing	- Both ears	75 %
	- one ear	20 %
Loss of speech		50 %
Loss of	- sight of one eye, except perception or lens of one eye (our maximum liability is limited to 50% if both losses occur together)	50 %

Benefit C – Medical Expenses

The Company will pay the Medical Expenses incurred if the Insured Person shall sustain Bodily Injury during the Period of Insurance subject to the limit stated in the Schedule. Medical Expenses shall mean outpatient expenses necessarily incurred for treatment of Bodily Injuries of the Insured Person and treated by a Physician.

Benefit D - Treatment by Chinese Physician (TCM)

The Company will pay the expenses incurred for treatment by Chinese Physician (TCM) if the Insured Person shall sustain Bodily Injury during the Period of Insurance which requires medical treatment by a Chinese Physician (TCM) up to the limit stated in the Schedule for any one Accident,

PROVISIONS TO SECTION 2

1. The total sum payable for Permanent Disablement shall not exceed the sum insured specified under Section 2 of the Schedule.
2. The total sum payable for Permanent Disablement in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof.
3. Payment shall only be made under either Benefit A or B and not both.
4. The payment of either Benefit A or the maximum of Benefit B shall be effective from the date of Accident. Upon making such payment the Company will be discharged from any further claim under this Section except for expenses incurred under Benefit C and D arising from the same Accident.
5. Where an Insured Person sustains disablement which falls within more than one category for which a Benefit may be payable, payment will be made under the category with the higher (or highest) Benefit only. In particular, if a Benefit is payable for Loss of a whole member of the body, then no Benefit shall be payable for Loss of parts of that member.

SPECIAL CONDITIONS TO SECTION 2

1. The Insured shall give immediate notice in writing to the Company of any sickness or physical defect or infirmity of the Insured Person of which the Insured has become aware and shall pay any additional premium that may be required by the Company.
2. This Section is not assignable and payment of any Benefit under this Section shall only be made to the Insured Person or her Legal Representative in respect of Benefit A and B and to the Insured or his/her authorised representative in respect of Benefit C and D whose receipt shall be a full and final discharge to the Company.

EXCLUSION TO SECTION 2

No payment will be made under this Section for Bodily Injury consequent upon medical or surgical treatment except where such treatment is rendered necessary by Bodily Injury within the scope of this Section.

SECTION 3 - REPATRIATION EXPENSES

The Company will subject to the terms and conditions of this Section indemnify the Insured for the repatriation expenses (defined below) if during the Period of Insurance the Insured Person shall sustain Bodily Injury or sickness resulting in Death or Permanent Disablement within twelve (12) calendar months subject to the limit stated in the Schedule.

DEFINITION TO SECTION 3

Repatriation Expenses are deemed to be reasonable charges incurred for

1. the transportation of the Insured Person to the capital city of her home country following Bodily Injury or sickness which results in her total permanent disablement.
2. burial or cremation of the Insured Person in the locality where death occurs following Bodily Injury or sickness and/or transportation of the body or ashes to the capital city of the Insured Person's home country.

SPECIAL CONDITION TO SECTION 3

1. The limit of cover is UNLIMITED if the services are undertaken by our appointed Service Providers named in the Policy or advised in writing by our Claims Department, otherwise the limit is as stated in the Schedule.
2. Only a "Plus" Package covers Repatriation Expenses for death or permanent disablement due to **ANY CAUSE**, including suicide and/or unexplained causes.

EXCLUSION TO SECTION 3

No payment will be made under this Section if death or permanent disablement of the Insured Person is caused directly or indirectly by the Insured and/or the Insured's family/household members residing with the Insured.

SECTION 4 - HOSPITAL AND SURGICAL EXPENSES

The Company will subject to receipt of satisfactory proof pay to the Insured the necessary expenses incurred in respect of hospital, medical or surgical charges and the subsequent out-patient treatment necessarily incurred as a direct result of Bodily Injury sustained or illness including Severe Acute Respiratory Syndrome (SARS) which occurs during the Period of Insurance and the Insured Person is confined as an Inpatient or for Day Surgery in a hospital in Singapore on the recommendation and approval of a Physician.

Provided always that:

1. the expenses are incurred in any registered hospital in Singapore and within 90 days from date of discharge.
2. recurrent attacks symptoms or complications arising from the same initial cause shall be considered as one illness or Bodily Injury.
3. the liability of the Company for the Period of Insurance shall not exceed the annual limit stated in the schedule.

SECTION 4 – DESCRIPTION OF BENEFITS

(a) Daily Hospital Room and Board

Charges for room accommodation, meals and general nursing services.

(b) Intensive Care Unit

Charges incurred during confinement as an Inpatient in the Intensive Care Unit of the Hospital.

(c) Hospital Miscellaneous Expenses

(i) Prescription Drugs

Charges for medicines or drugs prescribed by a Physician and which are medically necessary, but excluding charges for medicines or drugs prescribed for use beyond ninety (90) days after the date of the last discharge from the Hospital or the date of the Day Surgery, for which the Insured Person had been receiving treatment in respect to such Illness or Injury.

- (ii) Inpatient Diagnostic Procedures
Charges for Inpatient diagnostic procedures that is medically necessary, arising out of or in connection to an Illness or Injury.
- (iii) Nursing, Theatre Consumables and Other Ancillary Charges
Charges for nursing and medically necessary ancillary services and consumable items.
- (iv) Operating Theatre Charges
Charges for usage of an operating theatre necessary for Surgery or Day Surgery
- d) Surgeon's Fees
Fees for Surgery or Day Surgery, provided that such Surgery or Day Surgery was performed by a registered medical practitioner.
- e) In-Hospital Physician's Visit
Fees charged by the Physician for daily bedside visits, limited to one (1) visit per day.
- f) Pre-Hospitalisation or Pre-Day Surgery Specialist's Consultation
Charges for consultation (including medication) with: (i) a General Practitioner, or
(ii) a Specialist, if recommended in writing by a General Practitioner within ninety (90) days prior to an Inpatient treatment or Day Surgery.
- g) Pre-Hospitalisation or Pre-Day Surgery Diagnostic Services
Charges for diagnostic procedures and laboratory examinations, which are recommended in writing by a Physician, which are incurred within ninety (90) days prior to an Inpatient treatment or Day Surgery.
- h) Post-Hospitalisation or Post-Day Surgery Treatment
Charges incurred in follow-up treatment, after Inpatient treatment or Day Surgery, by a Physician, within ninety (90) days immediately following the date of the last discharge from Hospital for which the Insured Person was confined as an Inpatient or the date of the Day Surgery, as a result of an Illness or Injury, excluding charges for medicines or drugs prescribed for use beyond ninety (90) days after such discharge.

EXCLUSIONS TO SECTION 4

The Company will not pay for:

1. any treatment or service incurred as a direct or indirect result of pre-existing conditions unless the Insured Person had been continuously insured with the Company or a preceding Policy in Singapore (if any) for more than 12 months.
2. medical appliances, cosmetic or beauty treatment of any kind or treatment undertaken as a preventive measure including vaccination or inoculation.
3. hospitalisation primarily for diagnosis, x-ray examinations, general physical or medical check-up. Routine physical examinations, health check-ups or any other tests where there is no objective indication of impairment of normal health or any treatment of a preventive nature including vaccinations, acupuncture, or any treatment which is not medically necessary.
4. charges for telephone, television, radio, newspaper, guests' meals and other ineligible non medical items whilst confined as an Inpatient or for Day Surgery.
5. sickness or disease directly or indirectly arising from sexually transmitted disease, Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV).
6. Circumcision unless medically necessary, eye tests, refractive errors of the eyes, provision of implants, medical appliances and prosthetic devices, including spectacles, hearing aids, wheelchairs and lenses.
7. medical expenses recoverable under any State Social Insurance Scheme or under the Workmen's Compensation Act or similar Act of Ordinance.
8. any of the expenses incurred resulting from traceable to or accelerated by dental treatment or non-surgical eye treatment of any kind unless necessitated by accidental injury.

SECTION 5 – OUTPATIENT CANCER TREATMENT &/OR OUTPATIENT KIDNEY DIALYSIS

The Company will subject to the terms and conditions of this Section and limit stated in the Schedule pay the Insured the amount actually charged for Outpatient Cancer Treatment and/or Outpatient Kidney Dialysis

DEFINITION TO SECTION 5

Cancer shall mean :

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

Kidney Dialysis shall mean :

Dialysis treatment by either:

1. haemodialysis (where waste products and excess water from the blood is removed by rerouting the blood out of the body through a machine) that is carried out at a legally registered dialysis centre; or
2. peritoneal dialysis (where a dialysis solution is passed through the Insured Person's abdomen to drain waste products and excess water from the blood through the peritoneum membrane lining).

OUTPATIENT CANCER TREATMENT

Treatment of an Insured Person for Cancer at a legally registered cancer treatment centre.

OUTPATIENT KIDNEY DIALYSIS

Charges for medically necessary Kidney Dialysis of an Insured Person as recommended by a Specialist.

The following are excluded under this Outpatient Kidney Dialysis benefit:

1. Complications that arise out of or in connection to Kidney Dialysis; and
2. Costs for the acquisition of any device, apparatus, appliance, machine and equipment for Kidney Dialysis. Without prejudice to the foregoing, we do not cover the costs of acquisition of a cyclor device or such similar equipment for peritoneal dialysis.

PROVISIONS TO SECTION 5

- 1) Payment shall only be made under Section 5 or Section 6 with respect to Cancer Treatment &/or Kidney Dialysis and not from both Sections.
- 2) The total sum payable for either Outpatient Cancer Treatment or Outpatient Kidney Dialysis or both shall not exceed the limit stated in the Schedule

EXCLUSION TO SECTION 5

The Company will not pay for all pre-existing conditions.

SECTION 6 – CRITICAL ILLNESS

The Company will subject to the terms and conditions of this Section pay the relevant Critical Illness lump sum benefit as set out in the Schedule if the Insured Person is unequivocally diagnosed, while the Insured Person is covered under this Policy, by a Physician as having suffered one of the Critical Illnesses.

The Company will pay the benefit under this Section only for the first instance of Critical Illness suffered by the Insured Person after the commencement of this Policy and only once during the lifetime of this Policy and has survived thirty (30) days from the date of confirmed diagnosis.

Critical illness are defined as follows :

a) Major Cancers

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- Tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to Carcinoma-in-Situ of the Breasts, Cervical Dysplasia CIN-1, CIN-2 and CIN-3;
- Hyperkeratoses, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases;
- Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3; and
- All tumours in the presence of HIV infection.

b) Heart Attack

Death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:

- History of typical chest pain;
- New electrocardiogram (ECG) changes proving infarction;
- Diagnostic elevation of cardiac enzyme CK-MB;
- Diagnostic elevation of Troponin (T or I);
- Left ventricular ejection fraction less than 50% measured 3 months or more after the event.

c) Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by all of the following conditions:

- Evidence of permanent neurological damage confirmed by a neurologist at least 6 weeks after the event; and
- Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks;
- Brain damage due to an Accident or Injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye or optic nerve; and
- Ischaemic disorders of the vestibular system.

d) Coronary Artery By-pass Surgery

- The actual undergoing of open-chest surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.
- Angioplasty and all other intra arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.

e) Kidney Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

f) Major Organ/Bone Marrow Transplantation

The receipt of a transplant of:

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
 - One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ.
- Other stem cell transplants are excluded.

SPECIAL CONDITION TO SECTION 6 – WAITING PERIOD

No benefits will be payable for :

- a) any critical illness diagnosed within 30 days of commencement of cover of this Policy.
- b) cancer, coronary artery by-pass surgery and heart attack if the conditions is diagnosed within 90 days of the date of the Insured Person first covered under this Policy (or, in the case where cover has lapsed and reinstated, of the date when cover first recommences)

EXCLUSIONS TO SECTION 6

The Company will not pay for :

- 1) All pre-existing conditions
- 2) Congenital conditions and any physical birth defects arising out of or resulting therefrom

SECTION 7 - WAGES REIMBURSEMENT

The Company will subject to the terms of this Section reimburse the Insured the pro-rata wages for the actual period of hospitalisation up to the maximum limit stated in the Schedule in the event the Insured suffers the loss of service of the Insured Person caused by her hospitalisation due to illness or Accident for which the expenses is insured and payable under Section 4 of this Policy.

SPECIAL CONDITIONS TO SECTION 7

This Section is payable for each completed twenty-four (24) hours that an Insured Person is confined at a Hospital for treatment for Illness or Injury.

EXCEPTIONS TO SECTION 7

No payment shall be made under this Section if hospitalisation of the Insured Person is caused directly or indirectly by a deliberate act of the Insured and/or the Insured's family/household members residing with the Insured.

SECTION 8 - RE-HIRING EXPENSES

The Company shall pay to the Insured the agency's fees incurred in hiring a replacement domestic helper up to the limit as stated in the Schedule as a result of termination of the Insured Person's services following death or permanent disablement of the Insured Person as a result of an Accident or illness subject to a proper certification by a Singapore registered physician or surgeon and provided that prior agreement is obtained from the Company for all such expenses and that the replacement maid be employed within 30 days of the death or repatriation of the Insured Person.

EXCLUSIONS TO SECTION 8

1. No payment shall be made under this Section if the replacement maid is a Local Helper.
2. No payment shall be made under this Section if the death or permanent disablement of the Insured Person is caused directly or indirectly by the Insured and/or the Insured's family/household members residing with the Insured.

SECTION 9 - DOMESTIC HELPER'S LIABILITY

The Company will indemnify the Insured against all sums including all costs and expenses of litigation which the Insured may be legally liable as a result of the negligence of the Insured Person while in the course of and arising out of the Insured Person's employment with the Insured which causes Bodily Injury or death to third parties and/or accidental damage to third parties property within the Period of Insurance and subject to the limit stated in the Schedule.

EXCLUSIONS TO SECTION 9

The Company will not pay for

1. Loss or damage to property belonging to or in the custody of the Insured Person, the Insured and/or the Insured's family/household members residing with the Insured.
2. Any agreement made between the Insured Person and/or the Insured and the third party unless liability would have existed otherwise.
3. Any wilful or malicious act.
4. The ownership or use of any :
 - a) private motor vehicle
 - b) watercraft or aircraft other than hand-propelled models.
 - c) livestock other than domestic animals.
 - d) firearms.
5. Alterations, additions or repair works.
6. Liquidated damages awarded under any penalty clause or any punitive or exemplary damages.
7. Third party accidental injury or death and/or third party property damage occurring in USA or Canada.
8. Any judgment that are not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore.
9. The Insured and/or the Insured's family/household members residing with the Insured are deemed not Third Parties under this Section.

SECTION 10 - SPECIAL GRANT

The Company will subject to the terms and conditions of this Section pay the limit stated in the Schedule upon the death of the Insured Person during the Period of Insurance.

SPECIAL CONDITIONS TO SECTION 10

This Section is not assignable and payment of any Benefit under this Section shall only be made to the Insured Person's Legal Representative whose receipt shall be a full and final discharge to the Company.

SECTION 11 - SECURITY BOND PROTECTOR

The Company will subject to the terms and conditions of this Section waive its rights to obtain indemnification from the Insured in the event of a call on the Letter of Guarantee insured under Section 1 of the Policy by the Ministry of Manpower, Singapore arising from the breach under section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of the Immigration Regulations by the Insured Person named in the Schedule including the Insured Person's unexplained disappearance.

SPECIAL CONDITIONS TO SECTION 11

The Insured shall take all reasonable precautions to prevent loss.

EXCLUSIONS TO SECTION 11

The Company will not be liable to pay for

1. any breach by the Insured of the conditions of the Security Bond imposed by the Ministry of Manpower under Section 12 of Employment of Foreign Manpower (Work Passes) Regulations or section 21 of the Immigration Regulations or any subsequent amendment to such regulation.
2. any loss, claim or payment of which the Insured is aware of prior to the effective date of the Policy.
3. any loss, claim or payment incurred by the Insured within the first 30 days from the effective date of cover of the Insured/Insured Person named in the Schedule. This exception shall not be applicable if the effective date of cover is the same as the date in the Letter of Guarantee and the Security Bond submitted to the Ministry of Manpower
4. Any loss, claim or payment arising out of any circumstance caused directly or indirectly by the Insured and/or the Insured's family/household members residing with the Insured.
5. The excess stated in the Schedule.

DEFINITIONS

In this Policy unless the context otherwise requires, the following words and expressions shall have the following meaning

- **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. Cover commences from the time the Insured Person arrives in Singapore and ceases from the time the Insured Person leaves Singapore unless accompanying the Insured or the Insured's immediate family member on an overseas trip anywhere in the world or seven days after the cancellation or expiry or upon the renewal of the Work Permit of the Insured Person or upon the Insured Person attaining the age of 65, whichever shall first occur.
- **Accident** - An event which is sudden, unforeseen and unexpected, that result in the Insured Person suffering death, disablement or injury.
- **Permanent Disablement** - A state of incapacity resulting from the Insured Person suffering Bodily Injury within twelve (12) months from the occurrence of the Accident, which permanently prevents that Insured Person from engaging in any and every kind of occupation, where the injury:
 - (a) falls into one of the categories listed in the Scale of Permanent Disablement Benefits Table or
 - (b) is medically certified within twelve (12) consecutive calendar months from the occurrence of Accident, with no hope of improvement

- **Bodily Injury** - Death or Injury sustained by an Insured Person caused solely and directly by an Accident or through accidental means and excludes all medical conditions, illnesses, Diseases, Sickness, bacterial infections or viral infections even if such conditions resulted from or were in some way connected with the Accident.
- **Chinese Physician** - A person qualified as a Traditional Chinese medicine practitioner (other than the Insured or Member of the Insured's immediate family or business partners, employers or employees) engaged in the practice of traditional Chinese medicine (including a herbalist or bonesetter or acupuncturist), who is duly licensed and/or registered with the relevant regulatory board or council to practise and render such treatments, within the scope of his licensing and training in the geographical area of his practice.
- **Congenital Conditions** - Congenital anomalies as well as neo-natal physical abnormalities developing within six (6) months of birth.
- **Hospital** - An establishment duly constituted and registered subject to the applicable national laws and regulations as a hospital for the care and treatment of sick and injured persons as bed paying patients, and which:
 - (a) Has organised facilities for diagnosis, treatment and major Surgery;
 - (b) Provides twenty-four (24) hours a day nursing services by registered graduate nurses;
 - (c) Is under the supervision of one or more Physicians at all times; and
 - (d) Is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home or a home for the aged or similar establishment.
- **Illness** - A physical condition marked by a pathological deviation from the normal healthy state.
- **Insured** - The person so described as the Insured in the Schedule
- **Insured Person** - The person so described as the Insured Person in the Schedule
- **Inpatient** - An admittance into a Hospital for treatment, for which the Hospital levies a daily room and board charge.
- **Day Surgery** - Surgery which is pre-planned and is carried out by a Surgeon, but not on an Inpatient Basis
- **Pre-Existing Condition** - An injury or an illness which existed (or symptoms or manifestations of which existed) prior to the effective date of cover with respect to an Insured Person based on normal medically accepted pathological development of the illness, or of which the insured Person was aware or should reasonably have been aware, irrespective of whether treatment was actually received.
- **Specialist** - A Physician (other than the Insured or a member of the Insured's immediate family or his business associate including any business partners, employers or employees) who is classified by the appropriate health authorities in the geographical area of this practice, as a Physician with special expertise in a selected medical specialty to treat the type of Injury of Illness for which a claim may be made, for treatment provided to the Insured Person.
- **Surgeon** - A Specialist who is qualified to perform Surgery.
- **Surgery** - A medical treatment of surgical intervention
- **Physician** - A person qualified as a medical practitioner (other than the Insured or a member of the Insured's immediate Family or his business associates including any business partners, employers or employees) by a medical degree in western medicine and duly licensed and registered with the relevant statutory medical board or council to provide medical treatment and who, in rendering treatment, is practising within the scope of his licensing and training in the geographical area of practice. A reference to a "Physician" in this Policy shall be construed to mean, wherever appropriate, a General Practitioner and/or a Specialist.

GENERAL EXCLUSIONS (Applicable to all Sections)

1. The Company will not indemnify the Insured and/or Insured Person for Bodily Injury and expenses directly or indirectly consequent upon
 - (a) any unlawful act of the Insured Person or the Insured Person's wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.
 - (b) Winter sports, rock climbing, mountaineering (which requires the use of ropes or guides), pot-holing skin diving, parachuting, football, rugby, ice hockey, polo steeplechasing, big game hunting or hunting other than on foot racing of any kind other than on foot.
 - (c) flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized Charter Company.
 - (d) riding on motorcycle, motor scooter, moped or any mechanically assisted pedal cycle (whether as rider or passenger) for social, recreation, sports, exhibition, competition or for any other purpose of any kind whatsoever.
 - (e) the effect or influence (temporary or otherwise) of alcohol 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, neurasthenia, rest care or sanatoria or venereal disease or other sexually transmitted diseases.
 - (f) any death or the extent of the loss, disablement or confinement to hospital affected directly or indirectly by Human Immunodeficiency Virus (HIV) and/ or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivation or variation however caused.
 - (g) pregnancy, childbirth, miscarriage, abortion, sterilisation or any complications therefrom.
 - (h) any expenses or compensation for treatment or service incurred as a direct or indirect result of pre-existing conditions.
2. Clause 1 above will not apply to Section 3 of this Policy if a "Plus" Package is taken up.
3. The Company will not indemnify the Insured and/or Insured Person for Bodily Injury and expenses directly or indirectly consequent upon
 - (a) loss or damage, injury by Accident or disease directly or indirectly occasioned by or happening through or in consequence of
 - i) declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power.
 - ii) 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.
 - (b) any loss, damage, injury or liability directly or indirectly caused by or arising from or consequence of or contributed to by ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel; radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
 - (c) wilful act or wilful negligence of the Insured Person, the Insured and/or the Insured's family/household members residing with the Insured.
 - (d) any consequential loss or damage or any kind whatsoever.
 - (e) any action for compensation brought in the courts of Law of any territory outside Singapore.
4. The Company will not indemnify the Insured and/or Insured Person for any liability, cost and expenses arising out of any means and howsoever caused to or by the Insured Person when such Insured Person is not in the immediate and lawful employment intended for her or when not under the immediate and direct control of the Insured, including but not limited to the Insured Person's disappearance or performance of non-domestic work. However, this exclusion shall not apply to Section 1 and 11 of this Policy.
In any claim and in any action suit or other proceedings where the Company alleges that by reason of any of the above exclusion any loss not covered by this Policy the onus of proving that such loss is covered shall be upon the Insured and/or Insured Person.

GENERAL CONDITIONS

1. INTERPRETATION

This Policy and the Schedule shall be read together as one Contract and any word or expression to which a specific meaning has been attached in any part of this Policy shall bear such meaning wherever it may appear.

2. OBSERVATION

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

3. PRECAUTION

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

4. ALTERATION

This Policy shall cease to be in force if there be any material alteration in risk unless the Company by endorsement declares the insurance to be continued.

5. CLAIMS PROCEDURE

It shall be condition precedent that you comply with the following stipulated time limits and procedures before any benefits are payable under this Policy:

- (a) Written notice shall be given to us as soon as possible and in any event within thirty (30) days after the occurrence of any event, which may give rise to a claim under this Policy.
- (b) A claim form obtainable from us upon request or from our websites (www.axa.com.sg or www.anda.com.sg) and all necessary supporting evidence of the occurrence, nature and extent of loss shall then be submitted to us within sixty (60) days after the occurrence of the event giving rise to a claim under this Policy.
- (c) All certificates, receipts, information and evidence required by us shall be submitted by you **at your costs** and in the form prescribed by us.
- (d) We shall have the right and the opportunity through our medical representatives to examine any Insured Person whenever and as often as may be reasonably required during our assessment of any claim. In addition, we shall have the right to require an autopsy in the case of death, where this is not forbidden by law or such religious beliefs that are recognized by the law. We will bear the expenses incurred in such examinations, unless we deny your claim, in which case we shall be entitled to recover all the expenses so incurred from you.

6. SUBROGATION

In the event of a claim the Company shall be entitled to undertake in the name and on behalf of the Insured and/or 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 and/or Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

7. OTHER INSURANCES

If at the time of any loss damage or liability hereby insured there be any other existing insurance or insurances whether effected by the Insured or by any other person or persons covering such loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or liability.

8. CANCELLATION

- (a) The Company may at any time cancel this Policy by giving seven days' notice in writing to the Insured at his last known address by registered mail, in which case the premium paid will be refunded on a pro-rated basis.
- (b) Cover automatically ceases seven days after the cancellation or expiry or upon the renewal of the Work Permit of the Insured Person with the Insured named in the Schedule, whichever shall first occur.
- (c) If the Policy is cancelled
 - i) within one (1) month from the date of issue, the refund premium is 90% of premium paid subject to a minimum charge of \$30.00 + GST.
 - ii) within two (2) months from the date of issue, the refund premium is 80% of premium paid.
 - iii) between three (3) to four (4) months from the date of issue, the refund premium is 50% of premium paid.
 - iv) between five (5) to six (6) months from the date of issue, the refund premium is 30% of the premium paid.
 - v) between seven (7) to nine (9) months from the commencement date, the refund premium is 15% of the premium paid.
 - vi) after nine (9) months from the date of issue, no refund premium shall be payable.
 - vii) refunds, if any, will be paid within one (1) month from the date of our receipt of the Discharge Letter.
- (d) No endorsement will be issued upon cancellation of this Policy.
- (e) The Letter of Discharge from the Ministry of Manpower is deemed to have cancelled this Policy from the date of that Letter.

9. ARBITRATION

All disputes arising out of this Policy may be submitted to the Financial Industry Disputes Resolution Centre Ltd (FIDReC) for settlement by mediation in accordance with the mediation procedure for the time being in force, if the parties so agree. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

10. CLERICAL ERROR

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

11. PREMIUM PAYMENT WARRANTY

- (a) Notwithstanding anything herein contained but subject to Clause (b) 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 us (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.
- (b) In the event that any premium due is not paid and actually received in full by us (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
 - (i) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said 60-day period;
 - (ii) the automatic cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (iii) we shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$100.00 + GST.
- (c) If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by us (or the intermediary through whom this Policy was effected) within the Period of Insurance.