

MaidEase Insurance

Important Notice

1. **STATEMENT Pursuant to Section 25(5) of the Insurance Act** (or any subsequent amendments thereof) - 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 benefits from your Policy.
2. Please note that this insurance is subject to the premium being paid and received in full by the Company
 - a. before the inception date where the Policy is issued to an Individual; or
 - b. within the period specified in the Premium Payment Warranty applied to the Policy in all other instances, failing which there will be no liability under this Policy.

Whereas the Insured by a proposal and declaration to Sompo Insurance Singapore Pte. Ltd. (hereinafter called "the Company") which shall be the basis of this Insurance and is deemed to be incorporated herein has applied to the Company for the Insurance hereinafter contained and in consideration of the payment by the Insured to the Company of the Premium mentioned in the Schedule

Now this Policy witnesseth that in respect of the events occurring during the Period of Insurance and subject to the terms, limitations, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms") the Company will insure in the manner and to the extent stated in the various Sections of the Policy as mentioned in the Schedule.

Provided always that the due observance and fulfilment of the Terms insofar as they relate to anything to be done or complied with by the Insured (and/or the Insured Person as the case may be) shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Definitions

1. **Accident** or **Accidental** means an identifiable event which is experienced by the Insured Person in a sudden and unforeseen manner and which solely and independently of any other cause results in Bodily Injury to the Insured Person.
2. **Age** means age at next birthday as at the inception date of this Policy.
3. **Bodily Injury** means death and/or physical injury to the Insured Person resulting solely and directly from an Accident or through Accidental means and excludes all medical conditions, illnesses, bacterial infections or viral infections even if such conditions resulted from or were in some ways connected with the Accident.
4. **Chinese Physician** including herbalist, acupuncturist and bonesetter means a person qualified by a medical degree and duly licensed or registered to practice Chinese medicine in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excludes a Chinese Physician who is the Insured or Insured Person or the spouse, relative or employee of the Insured and/or Insured Person.
5. **Community Hospital** means an approved community hospital in Singapore and classified as such by the Ministry of Health in Singapore providing an intermediate level of care for individuals who have illnesses or medical conditions which do not need specialist medical treatment and nursing care.
6. **Congenital Conditions** means medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months of birth. It shall include (but not to the exclusion of others which may medically be regarded as congenital conditions)
 - a. Hernias of all types (except when caused by a trauma after commencement of this Insurance);
 - b. Strabismus;
 - c. Hydrocephalus;
 - d. Undescended Testicle;
 - e. Hypospadias;
 - f. Meckel's Diverticulum.
7. **Day Surgery** means procedures or treatments by incisions, shockwaves or lasers, including endoscopic procedures requiring the professional services of a Registered Medical Practitioner or surgeon and which does not require an overnight Hospital stay.
8. **Dwelling** means the private dwelling house identified as the Address in the Schedule.

9. **Hazardous Sports** means activities that present a high level of inherent danger which generally involve exceptional speed and height, high level of expertise, exceptional physical exertion, highly specialized gear or stunts, necessitating the use of guides or specialised equipment or sports engaged in a professional capacity not as a recreational activity that could be anticipated for the general public's abilities and expertise.
10. **Home Country** means the Insured Person's country of origin outside Singapore as evidenced by the passport issued to, held and used by the Insured Person for her work permit application.
11. **Hospital** means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which
 - a. has facilities for diagnosis and major surgery;
 - b. provides twenty-four (24) hours a day nursing services by registered graduate nurses; and
 - c. is under the supervision of a Registered Medical Practitioner, and is not primarily a nature cure clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged, place for rehabilitation care or similar establishment. For the avoidance of doubt Community Hospital shall be deemed to be a place for rehabilitation care for the purpose of this Policy.
12. **Household Contents** means any moveable household goods, Valuables and Personal Effects kept in the Dwelling and belonging to the Insured and/or the Insured's family members or for which the Insured is responsible excluding
 - a. anything more specifically insured under another policy;
 - b. motor vehicles and accessories, personal mobility devices, pedal cycles and watercraft;
 - c. money, deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, certificates or documents of any kind, manuscripts, medals, contact lenses, hearing aids and livestock unless specially mentioned herein; or
 - d. property owned or held in trust in connection with any business, profession or trade.
13. **Illness** (including sickness or disease) means any sudden and unexpected pathological deviation from the normal healthy state, marked by interruption, cessation or disorder of the body functions, systems or organs as confirmed by a Registered Medical Practitioner.
14. **Insured** means the Employer of the Insured Person under whose name the Policy has been issued and who acts on behalf of the Insured Person in making the declarations in the Proposal Form which forms the basis of this Insurance.
15. **Insured Person** means the domestic maid named in the Schedule in the immediate employment of the Insured and holds a valid work permit in respect of such employment.
16. **Loss of Sight** means physical loss of an eye, or permanent and total loss of sight, which shall be considered as having occurred in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (this means seeing at 3 metres what you should see at 60 metres) as confirmed by a fully qualified Ophthalmic Specialist.
17. **Loss of Speech or Hearing** means medically certified total and irrecoverable loss of the sense of speech or hearing.
18. **Period of Insurance** means the period bound by the 2 dates (both dates inclusive) as shown in the Schedule over which this Insurance is valid. Notwithstanding the Period of Insurance, for an Insured Person who is granted an In-Principle Approval by the Ministry of Manpower in Singapore, coverage shall commence on the day the Insured Person arrives in Singapore after clearing Singapore immigrations. For an Insured Person who is holding a valid work permit (i.e. work permit that has not expired or has not been cancelled) in Singapore in respect of such employment or if the Insured Person is holding a valid Special Pass (after the cancellation or expiration of her work permit), coverage shall commence on the start date of the Period of Insurance.
19. **Personal Effects** mean articles for personal use worn or carried by a person including clothing, camera equipment, but excluding jewellery, watches, money, mobile phones and accessories, pagers, portable computers/diaries and items which are used in connection with any business, profession or employment, as well as items insured under a separate policy.
20. **Pre-Existing Conditions** means an Injury or Illness which existed or have developed symptoms or there exists manifestation of the same before the inception of this Policy and which the Insured Person was aware or should reasonably have been aware, based on normal medically accepted pathological development of the Injury or Illness. For the avoidance of doubt, Congenital Conditions, physical defect or infirmity which existed prior to the inception of this Policy are also deemed Pre-Existing Conditions.

21. **Private Hospital** means a hospital licensed to operate as a hospital under the Private Hospitals and Medical Clinics Act other than a Public Hospital as defined herein.
22. **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 are run by companies wholly owned by the government of Singapore and receive government subvention or subsidy for the provision of subsidised medical services to patients.
23. **Registered Medical Practitioner** means a person qualified by degree in Western Medicine and duly licensed or registered to practice medicine and surgery in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excludes a Registered Medical Practitioner who is the Insured or the Insured Person or the spouse, relative or employee of the Insured and/or Insured Person.
24. **Valuables** means jewellery, watches, money, antiques, paintings, furs, works of art, curios, stamps or coin collections, items of gold, silver, platinum or other precious metals and other collectable property.

Section 1 – Worldwide Personal Accident

The Company will subject to the terms of this Section pay to the Insured Person or her legal personal representatives the Benefit(s) referred to below if during the Period of Insurance the Insured Person shall sustain Bodily Injury and within twelve (12) calendar months resulting directly and independently of any other cause in death or permanent disablement as stated below.

Benefit

1. DeathAs per Sum
2. Permanent Disablement Insured shown
3. Medical Expenses incurred for the treatment of the Injuryin the Schedule

The payment under Benefit 2. Permanent Disablement shall be such percentage as specified in the Permanent Disablement Scale below.

Item	Permanent Disablement	% of Capital Sum Insured
1.	Total and permanent disablement from engaging in or attending to employment or occupation of any and every kind	100%
2.	Total and irremediable loss of all sight in both eyes	100%
3.	Total and irremediable loss of all sight in one eye and loss of one hand or one foot	100%
4.	Total and irremediable loss of all sight in one eye	50%
5.	Loss of both hands or feet or one hand and one foot	100%
6.	Loss of one hand or one foot	50%
7.	Loss of hearing or speech	50%
8.	Loss of hearing in one ear	15%
9.	Loss of arm at shoulder	75%
10.	Loss of arm below shoulder	65%
11.	Loss of leg at hip	75%
12.	Loss of leg below hip	65%
13.	Loss of thumb (both phalanges)	25%
14.	Loss of thumb (one phalanx)	10%
15.	Loss of index finger (three phalanges)	10%
16.	Loss of index finger (two phalanges)	8%
17.	Loss of index finger (one phalanx)	4%
18.	Loss of finger other than thumb or index finger	5%
19.	Loss of great toe	5%
20.	Loss of any other toe	1%
21.	Any permanent partial disablement not specified} above other than loss of sense of taste or smell }	such percentage to be assessed by the Company as in the opinion of the Company's medical advisors is not inconsistent with the foregoing without regard to the Insured Person's Occupation

Special Provisions to Section 1

1. "Loss" of a limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
2. The total sum payable for Permanent Disablement shall not exceed the sum insured specified under Section 1 of the Schedule.
3. 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.

4. Where the aggregate sum payable in respect of all claims made pursuant to Benefit 2 is less than the sum insured specified under Section 1, the sum payable in respect of a subsequent claim made pursuant to Benefit 1 shall be the balance remaining of the insured sum specified under Section 1 after deduction of the said aggregate sum.
5. The payment of either Benefit 1 or 2 shall with effect from the date of the Accident resulting in such payment discharge the Company from any further claim under this Section except for expenses incurred under Benefit 3 arising from the same Accident if insured.
6. In respect of medical expenses the Company will subject to the aggregate limit stated in the Schedule for the Period of Insurance pay the necessary expenses for medical or surgical treatment, hospital charges and nursing fees incurred within twelve (12) months from the date of the Accident. In the event that the Insured Person is hospitalized arising from Bodily Injury and payable under Section 3, no benefit will be payable under Benefit 3 of Section 1.

Extensions to Section 1 (Extensions 2 to 4 is applicable only when Specified in the Schedule)

1. Additional Indemnity for Death from Accident in Dwelling

In the event the Insured Person sustained Bodily Injury from an Accident occurring at the Dwelling during the Period of Insurance and if such Bodily Injury shall within three (3) calendar months result in the death of the Insured Person and payable under Benefit 1 of Section 1, the Company will pay the Benefit for Death shown in the Schedule and the additional benefit as shown in the table below.

Additional Benefit for Death from Accident in Dwelling		
	Deluxe	Superior
Per Insured Person	S\$2,500	S\$5,000

2. Treatment by Chinese Physician

If the Insured Person suffers Bodily Injury (excluding fractures) during the Period of Insurance which requires medical treatment by Chinese Physician, the benefit payable for medical expenses shall include such treatment subject to a sub-limit per visit and the limit of Benefit 3 of Section 1 as specified in the Schedule for any one accident and in the aggregate any one Period of Insurance.

3. Dengue Fever

Notwithstanding anything contained in the Policy to the contrary, the benefit payable for medical expenses shall be extended to cover medical treatment of Dengue Fever up to a sub-limit as specified in the Schedule. The reimbursement of medical expenses under this extension is subject to the submission of blood test results with confirmed diagnosis as proof of claim in addition to the other evidence as required under the Policy. In the event that Dengue Fever results in the hospitalization of the Insured Person and payable under Section 3, no benefit will be payable under this Extension.

4. Land Ambulance Service

In the event the Insured Person suffers Bodily Injury during the Period of Insurance which requires the use of Land Ambulance Services, the benefit payable for medical expenses shall be extended to cover such services up to the sub-limit as specified in the Schedule. In the event that the Insured Person is hospitalised and the use for Land Ambulance Services is payable under Section 3, no benefit will be payable under this Extension to Section 1.

Special Conditions to Section 1

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 Insurance shall not apply to an Insured Person who has attained the age of seventy (70).
3. Notice in writing must be given to the Company of any Bodily Injury which may give rise to a claim under this Section together with full particulars of both the occurrences and the injury immediately in the case of death or within twenty-one (21) days of the occurrence if the injury is not fatal.
All reports certificates and information required by the Company shall be furnished at the Insured's expense and shall be in such form as the Company shall prescribe. The Insured Person shall from time to time submit herself to medical examination at the expense of the Company as may be required in connection with any claim.
In the case of death where any reasonable doubt exists as to the cause thereof a qualified Registered Medical Practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense.
4. This Policy including this Section and Extensions to Section 1 is not assignable and payment of any benefit under this Section shall only be made to the Insured Person or her legal personal representatives or any person appointed by the Controller of Work Passes from the Ministry of Manpower in Singapore and whose receipt shall discharge the Company's liability under this Section.

Exceptions to Section 1

No payment will be made under this Section for Bodily Injury and/or Illness consequent upon

1. any Pre-Existing Conditions suffered by the Insured Person;
2. any unlawful act of the Insured Person or wilful exposure to danger (other than in an attempt to save human life);
3. suicide or attempted suicide or intentional self-injury or any attempt thereof while sane or insane;
4. the effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a Registered Medical Practitioner;
5. psychiatric or nervous or mental disorder of any kind;
6. venereal disease or HIV (Human Immuno-deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immuno-deficiency Syndrome) or ARC (AIDS Related Complex) or other communicable diseases;
7. pregnancy, childbirth, miscarriage, abortion, sterilization, menopause or any complications thereof;
8. engaging in Hazardous Sports including but not limited to most winter sports (other than leisure skiing), mountaineering, rock climbing, water skiing, underwater activities, aerial activities and motor sports.

Section 2 - Repatriation Expenses

The Company will subject to the terms of this Section and the Limits as shown in the Schedule indemnify the Insured in respect of reasonable expenses incurred as a result of a Bodily Injury, Illness of whatsoever nature or suicide of the Insured Person for

1. conveyance of the Insured Person to her Home Country in the case of permanent total disablement (as defined in 1 to 12 of the Permanent Disablement Scale) or prolonged terminal or serious illness preventing the Insured Person from engaging in or attending to her employment or occupation as a domestic maid provided that prior agreement is obtained from the Company for all such expenses. This is subject to a proper certification by a Registered Medical Practitioner in Singapore;
2. burial or cremation of the Insured Person and/or conveyance of the body or ashes to the Home Country.

Provided always that

1. The Company shall not be liable for more than one payment up to an amount as specified in the Schedule during the Period of Insurance.
2. It is a condition precedent to the Company's liability for reimbursement of Repatriation Expenses that a detailed account be submitted to and approved by the Company.
3. This Section shall only commence upon the successful completion of the obligatory medical examination of the Insured Person as required by the relevant Ministry for new applicants.

Section 3 - Hospital And Surgical Expenses

The Company will subject to the terms of this Section and the receipt of satisfactory proof indemnify the Insured for Hospital and Surgical Expenses as herein provided if the Insured Person is confined in a Hospital as a result of Bodily Injury or Illness

1. Hospital and Surgical Expenses shall deem to include
 - a. Room & Board
 - b. all costs of Hospital Miscellaneous Services including
 - Drugs and Medicines consumed on premises
 - Dressings, Ordinary Splints and Plaster Casts
 - Laboratory Examinations
 - Electrocardiograms
 - Basal Metabolism Tests
 - Physical Therapy
 - Anesthesia and Oxygen
 - X-ray therapy, radium therapy, radium and isotopes
 - X-ray Examinations
 - Intravenous Infusions
 - Administration and the cost of Blood or Blood Plasma
 - Registered Medical Practitioner's visit with a maximum of one visit per day;
 - Medical Report fees up to a limit of S\$100.00
 - c. costs of surgery and accompanying treatment including the actual fees charged by a Registered Medical Practitioner, a registered anaesthetist and for the use of an operating theatre that are incurred for a surgery performed in a Hospital or a Day Surgery performed in a Hospital or a clinic by a duly Registered Medical Practitioner;
 - d. Pre-hospitalisation treatment which include actual charges incurred ordered by a Registered Medical Practitioner within ninety (90) days preceding hospital admission as a registered in-patient for the treatment of the specific medical condition diagnosed, and provided that such medical condition is covered by the Policy. The same benefit is payable in relation to Day Surgery up to section limit;

- e. Post-hospitalisation treatment which include actual charges incurred for all medical treatment provided by a Registered Medical Practitioner within ninety (90) days immediately following discharge from hospital for the same medical condition for which the Insured Person was hospitalised. The same benefit is payable in relation to Day Surgery up to section limit;
 - f. land ambulances services up to the sub-limit as indicated in the Schedule.
2. In respect of Hospital and Surgical Expenses reimbursement under this Policy shall be based on the prevailing charges of a Class "C" or "B2" wards in a Public Hospital with reference to the Scheme of Charges for Government Medical Services published by the Ministry of Health of Singapore and subject to any limit imposed under the Government Hospital (Fee) Rules.
 3. In the event that the Insured Person is not confined in a Class "C" or "B2" wards in a Public Hospital, the Company will reimburse the Hospital and Surgical Expenses incurred after applying the "Proration Factor" shown in the Proration Factor Table below in accordance with the type of Hospital and type of ward subject to the limits as stated in the Schedule, whichever is the lower.

Proration Factor Table Applicable Under Section 3			
Type of Hospital	Type of Ward	Deluxe	Superior
		% of Hospital and Surgical Expenses	
Public Hospital	A1	65%	
	A2	75%	
	B1	85%	
	B2 or 5 bedded and more	100%	
Private Hospital or any Hospital out of Singapore	1 to 3 bedded	45%	
	4 bedded and more	55%	

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

This Policy shall not pay any benefits relating to any of the following events and any medical conditions arising therefrom:

1. Pre-existing Conditions unless the Insured Person has been continually insured under another domestic helper insurance policy with any insurance company in Singapore for not less than the preceding twelve (12) months;
2. Treatment or surgery for tonsils, adenoids, hernia or a disease peculiar to the female generative organs which commences within the first one hundred and twenty (120) days from the inception of this Policy unless the Insured Person has been continually insured under this Policy for not less than the preceding twelve (12) months;
3. Neurasthenia or mental disease of any kind, Congenital, venereal disease, HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) ARC or (AIDS Related Complex), dissipation strictures or any accident or disease in anyway attributed to chronic alcoholism;
4. Treatment in mental hospitals or homes or infant welfare centres;
5. Any expenses incurred as a result of overseas trip taken against the advice of a Registered Medical Practitioner or overseas trip taken for the purpose of obtaining medical care, treatment or advice of any kind in which such treatment can be administered in Singapore;
6. Any expenses in respect of any hospital confinement, surgical operation, treatment or services which have not been previously recommended by a Registered Medical Practitioner;
7. Treatment undertaken as a preventive measure e.g. vaccination, circumcision, contraception, inoculations and other prophylactic treatment;
8. Any routine physical examinations, health check-ups or any other tests not related to the treatment or diagnosis of any Injury or Illness;
9. Any expenses in respect of any hospital confinement surgical operation treatment or services which result from pregnancy, childbirth, abortion, miscarriage or any complication thereof, treatment for obesity, weight reduction and weight improvement programmes;
10. Any Accidental Bodily Injury or Sickness or Disease arising out of and in the course of employment which constitutes a valid claim under the Work Injury Compensation Act or similar Act or Ordinance;
11. Accidental Bodily Injury, Sickness or Disease arising as a result of exposure to any unjustifiable hazard (except where endeavouring to save human life), provoked assault, use of drugs not medically prescribed or the excessive use of alcohol;
12. Normal dental inspection, dental treatment for impacted teeth except treatment resulting from injury due to an accident and/or treatment or in obtaining denture or eye glasses or the like or hearing aids;
13. Organ transplantation;
14. Relief of chronic illness, palliative treatment of terminal conditions or rehabilitation including but not limited to Community Hospital;
15. Cosmetic or plastic surgery other than therapeutic surgery considered as essential by a Registered Medical Practitioner to remedy a malfunction;

16. Insured Person who has attained the age of seventy (70) at the commencement of this Policy. If the Insured Person reaches the age of seventy (70) during any period of insurance he or she will cease to be insured as from the date of expiry of the Policy;
17. Any Accidental Bodily Injury or Sickness or Disease arising from proximately or remotely consequent upon
 - a. self-injury or any attempt thereat while sane or insane; or
 - b. the Insured Person engaging in aerial activities or air travel except as a fare paying passenger in any properly licensed aircraft being operated by a licensed airline in accordance with published schedules of flights or timetables or in a properly licensed multi-engines aircraft being operated by any other licensed commercial air carrier.

Section 4 – Wages Compensation and Levy Reimbursement

The Company will subject to the terms of this Section pay to the Insured the pro rata wages and Government Levy imposed on foreign domestic helpers for the period that the Insured Person is confined in Hospital up to the limit stated in the Schedule in the event of the Insured suffering the loss of service of the Insured Person caused by her hospitalization due to Accident or Illness expenses of which are insured and payable under Section 3 of this Policy. Provided always that the Company shall not be liable for any payment beyond sixty (60) days of the Insured Person's hospitalization

Section 5 – Alternative Help Benefit

The Company will pay the Insured a daily cash benefit in the event the Insured Person is hospitalized as in-patient as a result of Illness or Injury during the Period of Insurance subjected to a maximum of thirty (30) days and provided that a valid claim is made under Section 3.

Section 6 - Recuperation Benefit

The Company will subject to the limit specified in the Schedule pay to the Insured Person a daily recuperation benefit during the Insured Person's stay in the hospital up to sixty (60) days provided that a valid claim is made under Section 3.

Section 7 - Domestic Helper's Liability

The Company will subject to the Limit specified in the Schedule, in respect of any one claim or series of claims arising out of one event, and in aggregate, indemnify the Insured and/or Insured Person against all sums for which the Insured may be legally liable in respect of

1. Bodily Injury (whether fatal or not);
2. accidental damage to property;

occurring due to the negligence of the Insured Person while in the course of and arising out of her employment with the Insured, within the Republic of Singapore during the Period of Insurance.

Provided that the Company shall not be liable in respect of any of the following:

1. Bodily Injury to any person who is a member of the Insured and/or Insured Person's family or household;
2. Damage to property belonging to the Insured or Insured's family or household or Insured Person's own property;
3. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

Section 8 - Dread Disease Cover

The Insured Person will be paid a lump sum benefit as shown in the Policy Schedule upon the diagnosis of one of the following Covered Dread Diseases. This benefit is payable only once in the lifetime of the Insured Person.

Covered Dread Diseases are defined as follows:

1. 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:

- a. 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;
- b. 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;

- c. Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers or another equivalent or lesser classification, T₁N₀M₀ Papillary micro-carcinoma of the Thyroid less than 1cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3; and
- d. All tumours in the presence of HIV infection.

2. Coronary Artery By-pass Surgery

The actual undergoing of open-heart surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence or significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

3. 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 consistent with a new heart attack:

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

4. Kidney Failure

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

5. Stroke

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

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

The following are excluded:

- a. Transient Ischaemic Attacks;
- b. Brain damage due to an accident or injury, infection, vasculitis and inflammatory disease;
- c. Vascular disease affecting the eye or optic nerve; and
- d. Ischaemic disorders or the vestibular system.

6. Major Organ / Bone Marrow Transplantation

The receipt of a transplant of

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

Special Exclusions for Dread Disease Cover

No benefits shall be payable under this Section

- 1. if the Insured Person is diagnosed with any of the Dread Disease within the first ninety (90) days from the commencement date of cover under the Policy;
- 2. if the Insured Person does not survive the first thirty (30) days from the date he is diagnosed with any of the Dread Disease; and
- 3. when the Dread Disease, directly or indirectly, is caused by, arises in connection with, is consequence of, or is contributed by any of the following:
 - a. Complication of any surgery, therapy or treatment administered on the Insured Person which is not prescribed by a medical practitioner in his or her professional capacity;
 - b. Any consumption of a drug, unless it is taken on proper medical advice and is not for the treatment of drug addiction;
 - c. Pre-existing medical condition;
 - d. Pre-existing physical condition.

Section 9 – Termination Expenses and Re-Hiring Expenses

The Company will subject to the limit specified in the Schedule reimburse the Insured for

- 1. expenses incurred in respect of termination of the insured person's service following; or

2. agency fees incurred in hiring a replacement domestic helper in the event of termination of the Insured Person's services necessitated by an Accident or Illness of whatsoever nature, which resulted in her permanent total disablement or inability to engage in or attend to her employment or occupation as a domestic maid subject to a proper certification by a Registered Medical Practitioner in Singapore.

The payment of this benefit is subjected to

1. prior agreement obtained from the Company for all such expenses, and
2. replacement of the Insured Person must be made within ninety (90) days from the date of her termination.

Section 10 – Domestic Helper's Belongings

The Company will subject to the Limit specified in the Schedule provide indemnity for loss of or damage to Personal Effects of the Insured Person caused by an Insured Peril whilst such Personal Effects are contained within the Insured's premises within the Republic of Singapore in which the Insured Person is residing.

Provided that

- 1 the Insured and the Insured Person shall exercise all reasonable precautions for the maintenance and safety of the Buildings and of the property contained therein;
- 2 there is no indemnity under any other insurance policy.

Insured Perils shall mean

1. Fire, Lightning, Thunderbolt or Subterranean Fire;
2. Explosion;
3. Aircraft or other Aerial Device or any article dropped therefrom;
4. Bursting or overflowing of a domestic water tank, apparatus or pipe (excluding damage caused thereto);
5. Theft accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat. Provided that during any period when the buildings are left without an inhabitant, cover against theft is suspended from the beginning of the ninety-first day of such unoccupancy; or
6. Impact with the buildings by any road vehicle horse or cattle not belonging to nor under the control of the Insured or any member of his family normally residing with him.

Section 11 - Special Grant

In the event of death arising from Illness of the Insured Person during the Period of Insurance, the Company will pay the Insured Person's legal representative the special grant specified in the Schedule. The Company will not pay this special grant if death is as a result of any Pre-Existing Condition.

Section 12 - Fidelity Guarantee

The Company will subject to the Limit specified in the Schedule reimburse to the Insured against the loss of Household Contents as the direct result of any act of fraud or dishonesty committed by the Insured Person provided that

1. a maximum limit of S\$500.00 in the aggregate applies for loss of money during the Period of Insurance;
2. the act of fraud or dishonesty must be committed during Period of Insurance;
3. the act of fraud or dishonesty must be discovered during the Period of Insurance or within 90 days after death, dismissal or expiry of employment contract of the Insured Person, whichever is the earliest;
4. any money due by the Insured to the Insured Person shall be withheld from the Insured Person and deducted from any amount otherwise payable under this Section;
5. loss and discovery of any act of fraud or dishonesty must be reported to Police within 24 hours of the discovery and reported to the Company within 7 days from the Police's report date;
6. it is the duty of the Insured to prove that his actual loss is a direct result of the act of fraud or dishonesty committed by the Insured Person.

This insurance does not cover claims arising directly or indirectly in connection with

1. wear and tear, deterioration or damage caused by atmospheric or climatic condition, vermin, or any process of cleaning, repairing, restoring or alteration;
2. items insured under a separate insurance policy or reimbursable by other means;
3. unexplained disappearances of Household Contents.

Special Condition to Section 12

If this Policy shall be in force for more than one period of insurance or if any liability shall exist on the part of the Company under this Policy and also under any other policy effected with the Company in respect of fraud or dishonesty of the Insured Person the liability of the Company shall not be accumulated or increased thereby and the aggregate liability of the Company under all policies, including this Policy, for the fraud or dishonesty committed by the Insured Person shall not exceed the limit for Fidelity Guarantee specified in the Schedule of this Policy or the amount guaranteed under any other such policies as aforesaid whichever shall be the greatest.

Section 13 - Letter of Guarantee to the Ministry of Manpower

The Company will provide a Letter of Guarantee to the Ministry of Manpower in Singapore in lieu of the cash deposit required under Section 12 of Employment of Foreign Manpower (Work Passes) Regulations or Section 21 of Immigration Regulations. General Exception and General Conditions under this Policy shall not apply to this Section.

Section 14 - Waiver of Counter Indemnity for Letter of Guarantee to the Ministry of Manpower

In Consideration of the payment of additional premium, it is hereby agreed and declared that the Company shall subject to the Limit specified in the Schedule waive its rights to obtain indemnification from the Insured in the event of a call on the Letter of Guarantee insured under Section 13 of this Policy by the Ministry of Manpower in Singapore arising from the breach of the Immigration Act resulting directly from the disappearance of the Insured Person.

The Company shall not be liable to pay for

1. any loss or payment of which the Insured is aware of prior to the effective date of cover;
2. any loss, claim, or payment incurred occurring within the first thirty (30) days from the effective date of cover if such cover is effected at a later date from the basic insurance coverage. This exception shall not be applicable if the effective date of cover concurs with that of the Letter of Guarantee to the Ministry of Manpower in Singapore insured under Section 13 above;
3. any loss, claim or payment arising out of any circumstances caused directly or indirectly by the Insured and/or the Insured's family members/tenants residing with the Insured;
4. the excess stated in the Schedule.

Section 15 - Letter of Guarantee to the Philippine Overseas Labour Office in Singapore

The Company will provide a Letter of Guarantee to The Philippine Overseas Labour Office in Singapore in lieu of the cash deposit required as security. General Exception and General Conditions under this Policy shall not apply to this Section.

General Conditions

1. **Interpretation** - This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
2. **Observance** - The Liability of the Company shall be conditional on the observance and fulfillment by the Insured of the terms provisions and conditions of the Policy in so far as they relate to anything to be done or not to be done by the Insured and/or the Insured Person.
3. **Precaution** - The Insured shall take all reasonable precautions to safeguard the Insured Person against Accidents and Diseases.
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** - On the happening of any accident which may give rise to a claim under this Policy the Insured shall
 - a. give notice in writing to the Company within twenty-one (21) days stating the circumstances of the loss damage liability death or injury or illness;
 - b. furnish to the Company at the expense of the Insured all certificates and information and evidence required by the Company and shall be in such form and of such nature as the Company shall prescribe. The Insured shall provide any authorisation as may be required by the Company, its representatives and medical advisers to access medical records related to an event likely to be the subject of a claim.
6. **Subrogation** - In the event of a claim the Company shall be entitled to undertake in the name and on behalf of the Insured 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 to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
7. **Other Insurances** (Not applicable to Sections 1 a. and 1 b., 4, 6 and 9 - If at the time of any loss damage or liability hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering such loss damage or liability the Company will only be liable for the excess of the amount recoverable from such other source or insurance.

8. **Goods and Services Tax on Policy Excess/Deductible** - All amounts shown in this Policy (inclusive of Policy Schedule) in respect of Excess/Deductible, if any, do not include Goods and Services Tax (GST). Where GST is applicable to the Policy and/or to a claim under the Policy, GST will be levied accordingly on the Excess/Deductible amounts and the Insured shall be liable to bear the GST so levied on the Excess/Deductible amounts.
9. **Cancellation** –
- The Company may at any time cancel this Policy by giving seven (7) days' notice in writing to the Insured at his last known address;
 - Coverage will cease immediately when the Insured Person is repatriated from Singapore or transfer to another employer by the Insured or registered maid agency in Singapore.
 - In the event of termination of the Insured Person's employment contract or Work Permit with the Insured in Singapore, cover ceases automatically from the date of the Letter of Discharge from the Ministry of Manpower in Singapore.
 - A return of premium as computed based on the Refund Scale indicated below will be payable for Policy Cancellation. No Refund shall be given where a claim has been lodged under the policy.

Refund Scale*	% of Policy Premium
Cancellation within 60 days from inception date	70%
Cancellation within 61 to 120 days	50%
Cancellation within 121 to 180 days	30%
Cancellation within 181 to 270 days	20%
Cancellation within 271 to 365 days	10%
Cancellation after 365 days	No Refund
* For Policy where the Period of Insurance is less than 26 consecutive months, no refund will be given where cancellation is more than 90 days after policy inception.	

10. **Arbitration** - All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company.
11. **Fraudulent Claims** - If the Insured and/or the Insured Person or anyone acting on their behalf made any claim under this Policy knowing the claim to be fraudulent this Policy shall become void and all benefits forfeited.
12. **Limitation** - The Company shall not be liable to pay any Benefit after the expiration of twelve months from the happening of the event giving rise to a claim unless the claim in respect of the event is the subject of pending arbitration.
13. **One Policy Restriction** – An Insured Person shall not be covered under more than one MaidEase issued by the Company. If an Insured Person is covered under more than one such Policy, the Company will consider that person to be insured under the Policy first issued by the Company.

General Exceptions

The Company will not indemnify the Insured against

- any actions for compensations brought in the Courts of Law of any territory outside Singapore.
- loss damage injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of
 - war invasion act of foreign enemy hostilities (where war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
 - any act or any person or persons acting on behalf of or in connection with any organisation with activities directed to war any de jure or de facto Government or to influencing of it by violence;
 - Riot or strike or civil commotion.
- any loss damage injury or liability directly or indirectly caused by arising from or consequence of or contributed to by
 - ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
 - nuclear weapons material.

4. consequential loss or damage of any kind whatsoever.
5. any wilful act or wilful negligence of the Insured/Insured Person or of her representatives. (This Exclusion, however, shall not apply to Section 1 of this Policy).
6. any unlawful act of the Insured Person or wilful exposure to danger (other than in an attempt to save human life) or suicide attempted suicide or intentional self-injury or any attempt thereat while sane or insane.
7. deliberate act of the Insured and/or the Insured's immediate family member residing with the Insured. (This Exclusion, however, shall not apply to Section 1 of this Policy).
8. any period when the Insured Person returns to her Home Country during the Period of Insurance. Solely for the purpose of this Exclusion coverage shall be suspended from the time she leaves Singapore and resume immediately upon her return to Singapore or upon the renewal of her work permit, whichever is the later. (This Exclusion, however, shall not apply to Section 1 of this Policy).

Additional Endorsements

The following endorsements shall apply to this Policy unless otherwise stated and/or deleted in the Policy Schedule.

Counter Indemnity

It is hereby declared and agreed that the following Counter Indemnity shall form part of the policy:

In consideration of the Company having agreed at the request of the Insured to provide

1. a Letter of Guarantee issued under Section 13 for the sum of Singapore Dollars Five Thousand Only (S\$5,000) in favour of the Ministry of Manpower in Singapore as security for the due and satisfactory observance and performance of all conditions under the Guarantee; and/or
2. a Letter of Guarantee issued under Section 15 for the sum of Singapore Dollars Two Thousand (S\$2,000) or Seven Thousand (S\$7,000) whichever is applicable in favour of The Philippines Overseas Labour Office in Singapore as Guarantee for the due and satisfactory observance of all the conditions under the Standard Employment Contract for Filipino workers in Singapore.

in connection with the employment of the Insured Person for the Period of Insurance stated in the Policy, the Insured agrees

1. to indemnify the Company on demand in full against all claims payments demands actions suits proceedings losses liabilities costs interests and expenses whatsoever which may be taken or made against the Company or incurred or become payable by the Company under the liability or obligations of either one or both the Guarantees.

Provided always that where additional premium has been paid for the inclusion of Section 14 - Waiver Of Counter Indemnity For Letter Of Guarantee to the Ministry of Manpower in Singapore insured under Section 13 as reflected in the Schedule, the liability of the Insured to indemnify the Company for Section 13 shall be limited to a fixed sum of Singapore Dollars Two Hundred and Fifty only (S\$250) where the breach of condition under the Guarantee was caused by or resulted from the Insured Person's unexpected disappearance not caused by the Insured's deliberate act or omission.

2. that the Company has absolute discretion to compromise all claims payments demands actions suits proceedings losses liabilities which may be taken or made against the Company under either or both the Guarantees, and to accept all receipts vouchers and other evidence of all payments made by the Company or of all liabilities or obligations incurred by the Company by reason of either one or both the Guarantees as conclusive evidence against the Insured and the estate of the Insured to the extent of the liability herein.
3. that no delay or omission on the part of the Company in exercising any right, power, privilege or remedy in respect of this Indemnity shall impair such right, power, privilege or remedy. The rights, powers, privileges and remedies provided in this Indemnity are cumulative and not exclusive of any rights, powers, privileges, and remedies provided by law.
4. that this indemnity shall be a continuing indemnity and the Company may at its discretion without giving any notice to the Insured extend the validity of either or both the Guarantees without discharging or impairing the liability of the Insured under this indemnity.
5. that this indemnity shall be governed and construed in accordance with the laws of the Republic of Singapore.

Clarification Agreement

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this Exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Condition Precedent

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

1. for the risk insured, the 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
2. if the 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
 - a. the Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - b. a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incepts.

Contracts (Rights of Third Parties) Act Exclusion

It is hereby declared and agreed that a person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) (or any subsequent amendments thereof) to enforce any of its terms.

Cyber Risks Exclusion Clause (NMA2915)

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by perils of Fire and Explosion.

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

Electronic Date Exclusion

The Company will not pay for any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to

1. correctly recognize any date as its true calendar date;
2. capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
3. capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

Subject otherwise to the Terms of the Policy.

Governing Law

This policy is governed by and interpreted in accordance to the laws of the Republic of Singapore.

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.

Personal Data Protection

In relation to the personal data collected for this Insurance, the Insured agreed and acknowledged that

1. the Company may collect, use and disclose the personal data for the purposes stated in its Privacy Policy, which include underwriting and administering the insurance Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
2. the Company will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the Insured's consent have not been obtained. If the Company wish to use, disclose or process the personal data for another purpose the Company will seek the Insured's prior written consent;
3. the Company may disclose the personal data for the purposes to a related corporation, subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by any law; and our third party service providers and agents (acting on our behalf). Those recipients may be located in or outside Singapore.

Payment Before Cover Warranty

1. The Premium due must be paid to the Company (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 Company or the intermediary when one of the following acts takes place:
 - a. Cash or honoured cheque for the premium is handed over to the Company 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 Company 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 Company (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 Company. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

Policy Owners' 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/LIA or SDIC web-sites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Terrorism

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

This Insurance 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 alleges that by reason of this Exception, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

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

Total Asbestosis Exclusion

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving

1. asbestos; or
2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

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