

DOMESTIC MAID INSURANCE POLICY

This Policy is issued in consideration of the payment of premium as specified in the Schedule and pursuant to the answers given in Your Application Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Application Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You (the Insured) and Us (Etiqa General Insurance Berhad). This Policy covers the worker, hereinafter referred to as the Insured Person, who is working as a domestic maid under the employ of the Insured.

SECTION 1 – PERSONAL ACCIDENT

We will subject to the terms of this section pay to the Insured Person or her legal personal representatives Death Benefit or Permanent Disablement Benefit and to the Insured, Medical Expenses Benefit if during the Period of Insurance the Insured Person named in the Schedule shall sustain bodily injury caused by violent accidental external and visible means resulting directly and independently of any other cause within twelve (12) calendar months in death or permanent disablement or expenses incurred up to the amounts stated on the Schedule.

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

PERMANENT DISABLEMENT SCALE

1. Total and permanent disablement from attending or following any occupation or employment	100%
2. Total and irremediable blindness in both eyes	100%
3. Total and irremediable blindness in one eye and loss of one hand or one foot	100%
4. Total and irremediable blindness in one eye	50%
5. Loss of both hand 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%

Any permanent partial disablement not specific above other than loss of sense of taste or smell - such percentage to be assessed by Us in consultation with Our medical advisers. We reserve absolute discretion to adopt a percentage of disablement which in its opinion is not inconsistent with the foregoing scale 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. Payment shall only be made under either Death Benefit or Permanent Disablement and not both.
5. The payment of either Death Benefit or the maximum of Permanent Disablement Benefit shall with effect from the date of the accident resulting in such payment shall discharge Us from any further claim under this section except for expenses necessarily incurred under Medical Expenses Benefit arising from the same accident. All other losses smaller than hundred percent (100%) if having paid shall reduce the coverage by that amount from the date of accident until the expiration of this Policy.
6. Payment for valid claims under Death Benefit will be made to the estate of the Insured Person.

SPECIAL CONDITIONS TO SECTION 1

1. The Insured shall give immediate notice in writing to Us 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 Us.
2. This insurance shall not apply to an Insured Person who has attained the age of sixty-five (65) years.
3. Notice in writing must be given to Us of any bodily injury which may give rise to a claim under this section together with full particulars of both the occurrence and the injury immediately in the case of death or within twenty-one (21) days of the occurrence if the injury is non-fatal. All reports, certificates and information required by Us shall be furnished at Your expense and shall be in such form as We shall prescribe. The

Insured Person shall from time to time submit herself to medical examination at Our expense 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 medical practitioner appointed by Us shall be allowed to make a post-mortem examination of the body of the Insured Person at Our expense.

4. General Condition 7 (Other Insurances) shall not apply to this section.
5. This section is not assignable and payment of any benefit under this section shall only be made to the Insured Person or her legal personal representative in respect of Death Benefit or Permanent Disablement Benefit and to the Insured in respect of Medical Expenses Benefit and whose receipt shall be a discharge to Us.

EXCEPTIONS TO SECTION 1

1. We shall not pay for any Benefit under this Policy caused by or contributed to/ by or related to any of the following:
 - a) Any unlawful act by the Insured Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self injury or insanity.
 - b) Medical or surgical treatment except where such treatment is rendered necessary by bodily injury within the scope of this section.
 - c) The effect or influence (temporary or otherwise) of alcohol or drug addiction or drugs not prescribed by a registered medical practitioner, sexually transmitted diseases, or treatment which in any way arises from, is attributable to or is consequential upon Human Immunodeficiency Virus infection, congenital defects or insanity or conditions related to functional disorder in the mind.
 - d) Pregnancy, childbirth, miscarriage or abortion.
 - e) Inter sports, rock climbing, mountaineering (which requires the use of ropes or guides) pot-holing skin diving, parachuting, football, rugby, ice hockey, polo, steeple chasing, big game hunting, hunting, racing of any kind other than on foot.
 - f) Flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon air travel other than as a fare paying passenger in any properly certificated or licensed power driven aircraft constructed to carry passengers.
 - g) Riding on a motorcycle, motor scooter, moped, or mechanically assisted pedal cycle (whether as driver or passenger) for social, recreation, sports, exhibition, competition or any other purpose of any kind whatsoever.
2. We will not pay for the first Ringgit Malaysia Fifty (RM50) for each and every claim under Medical Expenses Benefit.

SECTION 2 – REPATRIATION EXPENSES

We will subject to the terms of this section indemnify the Insured for the repatriation expenses (defined below) for the sum not exceeding Ringgit Malaysia Four Thousand (RM4,000) if during the Period of Insurance, the Insured Person shall sustain bodily injury resulting in death or Total and Permanent Disablement (defined below) from whatsoever cause within twelve (12) calendar months. Payment of any valid claim under this section will be on a reimbursement basis against actual and reasonable costs incurred in repatriating the Insured Person back to her country of origin.

DEFINITION TO SECTION 2

The repatriation expenses are deemed to be reasonable charges incurred for:

1. The transportation of the Insured Person to her home country following bodily injury or sickness which results in her Total and Permanent Disablement.
2. Burial or cremation of the Insured Person in the locality where death occurred and or transportation of body or ashes to the Insured Person's home country.

Total and Permanent Disablement would mean any form of permanent disablement which renders the Insured Person totally and permanently incapable of carrying out the normal duties and functions of any type of job continually and uninterruptedly for a period of at least six (6) months.

EXCEPTION TO SECTION 2

No payment will be made under this section if death or Total and Permanent Disablement of the Insured Person is willfully caused directly or indirectly by insanity, suicide, intentional self inflicted injuries or any attempt thereat or if deliberately caused by the Insured.

SECTION 3 – HOSPITAL AND SURGICAL EXPENSES

We will pay to the Insured the expenses in respect of hospital medical or surgical nursing home and nursing fees and charges necessarily incurred as an in-patient including the cost of all medicines drugs and the use of diagnostic equipment and subsequent outpatient treatment related solely to the hospitalization necessarily incurred by the Insured Person named in the Schedule provided such expenses are incurred in Malaysia.

Provided always that:

1. The expenses are incurred in respect of treatment of service undertaken and recommended by a licensed and government hospital only at standard Class 3 rate or Class 2 in the event of non-availability of Class 3 Wards.
2. The expenses resulting from disease or illness declaring itself or accidental bodily injury sustained are incurred during the Period of Insurance in respect of the Insured Person concerned.
3. Recurrent attacks symptoms or complication arising from the same initial cause shall be considered as one illness, disease or bodily injury.
4. Our liability the Period of Insurance shall not exceed the Limit of Liability set out in the Schedule.

EXCEPTIONS TO SECTION 3

We shall not pay for any Benefit under this Policy caused by or contributed to/ by or related to any of the following:

1. For any expenses incurred within thirty (30) days from the date of inception of this Policy.
2. For any disability treatment or service incurred as a direct or indirect result of pre-existing illness or injuries [during the first twelve (12) months of continuously cover].
3. For permanent medical appliances cosmetic or beauty treatment of any kind or treatment undertaken as a preventive measure including vaccination or inoculation.
4. For medical expenses recoverable under any state Insurance Scheme or under the Workmen's Compensation Act or similar Act or Ordinance.
5. Any of the expenses incurred resulting from traceable to or accelerated by:
 - a) Pregnancy, childbirth, miscarriage or abortion.
 - b) Dental treatment or non-surgical eye treatment of any kind unless necessitated by accidental bodily injury.
 - c) Any unlawful act of the Insured Person or willful exposure to danger (other than an attempt to save human life) suicide or attempted suicide or intentional self injury.

- d) The effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, self inflicted injuries and sexually transmitted diseases or treatment which in any way arises from is attributable to or is consequential upon Human Immunodeficiency Virus infection congenital defects or insanity or conditions related to functional disorder in the mind rest care or sanitaria care
- e) The Insured Person engaging in winter sports rock climbing mountaineering (which requires the use of ropes or guides), pot holing, skin-diving, parachuting hunting or racing of any kind other than on foot and similar occupations of a hazardous nature.
- f) Flying as a member of an aircrew or in an aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare paying passenger in a properly certificated licensed power-driven aircraft constructed to carry passengers.

SECTION 4 – WEEKLY BENEFITS

We will subject to the terms of this section compensate the employer for Weekly Benefits of Ringgit Malaysia One Hundred and Five (RM105.00) per week in the event the Insured Person as a result of bodily injury or sickness is hospitalised or recuperates at home as prescribed by the doctor for a period of not less than one (1) week. Our liability under this section is limited to ten (10) weeks in total.

EXCEPTION TO SECTION 4

We shall not pay for any Benefit under this Policy caused by or contributed to/ by or related to any of the following:

1. Any unlawful act of the Insured Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self injury.
2. Any period more than ten (10) weeks.
3. The effect or influences (temporary or otherwise) of alcohol or drug addiction or drugs not prescribed by registered medical practitioner, sexually transmitted diseases or treatment which in any way arises from is attributable to or is consequential upon Human Immunodeficiency Virus infection, congenital defects or insanity or conditions related to functional disorder in the mind rest care or sanitaria care.
4. Pregnancy, childbirth, miscarriage or abortion.

GENERAL EXCEPTIONS

We shall not pay for any Benefit under this Policy caused by or contributed to/ by or related to any of the following:

1. Any actions for compensations brought in by any Court of Law of any territory outside Malaysia.
2. Bodily injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of:
 - a) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
 - b) any act of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force or any de lure or de facto Government or the influencing of it by terrorism or violence. For this purpose 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 organisation(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.
3. Any bodily injury or liability directly or indirectly caused by or arising from or consequence of or contributed to by:
 - a) ionising radiations or contamination 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.
 - b) nuclear weapons material.
4. Consequential loss or damage of any kind whatsoever.
5. Willful act or willful negligence of the Insured/Insured Person or of his/her representatives.
6. Any loss if the Insured Person contravene any of the Laws of Malaysia.
7. Any loss if the Insured Person attains the age of sixty five (65) during the Period of Insurance.
8. Any bodily injury directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this syndrome has been acquired or may be named.
9. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
10. Any Communicable Disease declared to be a PHEIC by the WHO or the fear or threat (whether actual or perceived) of a Communicable Disease. This will apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s) and will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
11. Pregnancy, childbirth, miscarriage or abortion.

GENERAL CONDITIONS

1. DEFINITION

Period of Insurance shall mean the period specified in the Schedule and during which the Insured Person is in immediate employment of the Insured or until the cessation of the employment permit whichever is the earlier but excluding the period when the Insured Person returns to her home country. Cover ceases from the time she leaves Malaysia and resumes upon her return to Malaysia. The territorial limit of this Policy is within Malaysia only.

2. 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 or of the Schedule shall bear such meaning wherever it may appear.

3. OBSERVATION

Our liability shall be conditional on the observance by the Insured and the Insured Person of the terms of this Policy.

4. PRECAUTION

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

5. ALTERATION

This Policy shall cease to be in force if there be any material alteration in risk unless We by endorsement declares the insurance to be continued. Such cessation, if materialized shall be notified to you by us in writing 30 days before it takes effect.

6. CLAIMS CONDITIONS

a) Notification of Accident

All claims must be made by You or through You or Your legal representatives, to Us within thirty (30) days of any injury which may result in a claim under this Policy.

b) Documentation

All medical reports, Policies, information and evidence required by Us to support a claim, must be provided at Your expense or at the expense of any claimant in the event of death of the Insured Person. The Insured Person may have to undergo further medical examination as required by Us at Our expense. In the event of a claim due to death of the Insured Person, We shall require sight of the death certificate and may require a post-mortem examination at Your expense.

Claims are not deemed complete and eligible benefits are not payable unless all medical reports, Policies, information and evidence required by Us have been submitted to Us. In the case of a claim for a benefit related to medical reimbursement, only the actual costs incurred, which are medically necessary, shall be considered for reimbursement subject to the presentation of original receipt(s).

c) Claim Settlement

- i) We will pay any benefit due under this Policy to You or in the event of Your death, to Your nominee or legal executor or administrator in accordance with the Financial Services Act 2013.
- ii) the payment of claims under this Policy is dependent upon observance of its terms and conditions by You, and so far as they apply, by the Insured or any other claimant.
- iii) if an accident happens which gives rise to a claim in respect of which we make a payment under Death or Total and Permanent Disablement as specified in this Policy, this Policy shall thereafter cease, to apply to that Insured Person.

7. OTHER INSURANCES

If at the time of any bodily injury 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 bodily injury or liability, We shall not be liable to pay or contribute more than its rateable proportion of such bodily injury or liability.

8. INTEREST & CURRENCY

All payments under this Policy shall be made in the legal currency of Malaysia.

9. POLICY TERMINATION

a) Termination by You

If You give notice in writing to Us to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later. We will refund the premium for the unexpired portion of the Period of Insurance on pro-rated basis, provided no claims has been submitted to Us in relation to that Period of Insurance.

b) Policy Automatic Termination

This Policy shall be terminated:

- i) on the death of the Insured Person;
- ii) upon the termination of the employment contract between the Insured and the Insured Person named in the Schedule; or from the date of the Immigration Department's Letter of Discharge which shall be deemed to terminate this Policy, whichever is the earliest.

c) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by registered post to You at Your last known address or by electronic mail. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the premium for the unexpired portion of the Period of Insurance on pro-rated basis, provided no claim has been submitted to Us in relation to that Period of Insurance.

d) Effective Time of Termination

This Policy shall terminate at 12:01am Malaysian time on the relevant date of termination.

10. SUBROGATION

In the event of a claim, We shall be entitled to undertake in the name and on behalf of the Insured and/or the Insured Person the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expenses 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.

11. ARBITRATION

All differences arising out of this Policy shall be referred to the arbitration of a 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 Us or any right of action against Us.

12. CASH BEFORE COVER

It is fundamental and absolute special condition of this Policy that the full premium due must be paid and received by Us before the insurance cover under this Policy, Endorsement or Renewal as the case may be, can commence. If this condition is not complied with then this Policy is automatically null and void.

Subject otherwise to the terms and conditions of this Policy.

13. SANCTION LIMITATION CLAUSE

This Policy shall not provide cover and We 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 Us to any sanction, prohibition or restriction under the Comprehensive Iran Sanctions, Accountability and Divestment (CISAD) Act or United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

14. RIGHT TO TERMINATE DUE TO ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If We discover, or have justified suspicion, that this Policy is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate this Policy immediately. We shall deal with all Premiums paid and all benefits or sums payable in respect of this Policy in any manner which we deem appropriate, including but not limited to handing it over to the relevant authorities.

15. NOMINATION

You may nominate a person(s) to receive the Policy moneys payable under this Policy.

- i) for Muslim, the Nominee(s) has to distribute the benefit(s) as specified under the Financial Services Act 2013 according to Islamic Law and/or any other applicable laws.
- ii) for Non-Muslim, the Nominee(s) will act as executor(s) to distribute the benefit(s) as specified under the Financial Services Act 2013 and
/ or any other applicable laws.

If You wish for Your Nominee(s) to receive the Policy moneys for his/her own benefit and not as an executor to distribute the Policy moneys in accordance with the law, then You should assign this Policy to Your Nominee(s).

For Non-Muslim, an assignment is not necessary if the Nominee(s) is Your spouse, child or parent (if there is no spouse or child living at the time of nomination), as a trust is created in their names. You should appoint a trustee for the policy moneys and in the event of failure to do so, the competent Nominee or where the Nominee is incompetent to contract, the parent of the incompetent Nominee other than You and where there is no surviving parent, the public trustee or a trust company nominated by You, shall be the trustee.

At the time of claim, if any of the Nominee(s) has predeceased You (subject to no subsequent changes to the nomination during Your lifetime), the percentage (%) of the deceased Nominee(s) will be distributed equally among the surviving Nominee(s), who will then act as executor(s) to distribute the proceeds.

16. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Policy if there are changes in taxation, regulations or legislation that affect this Policy. We shall notify You in writing when the terms in this Policy need to be changed.

17. Communicable Disease

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Communicable Disease includes the terms Infectious and Contagious disease and means any disease capable of being transmitted from an infected person, animal, species, or organism to another person by any means. Certain communicable diseases can result in an outbreak which can be declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

POLICY INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:
Etika General Insurance Berhad
Level 13, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: +603 2297 3888
Facsimile Number: +603 2297 3800
Etika Online: 1 300 13 8888
E-mail: info@etika.com.my
Homepage: www.etika.com.my
3. In the event of claims under the Policy, please call Our Claims Assist at 1 300 88 1007.

COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit
Etika General Insurance Berhad
Level 6, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;

Or by telephone number 1 300 13 8888 or +603 2780 4500 (Overseas)
E-mail: complaint_cmu@etika.com.my

We assure You that Your feedback will be looked into.

The Financial Markets Ombudsman Service (FMOS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMOS

The Financial Markets Ombudsman Service (FMOS) may be contacted by the Claimant or Policy Holder, in the event that the Claimant or Policy Holder is dissatisfied with Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The FMOS contact details are as follows:

Telephone Number: +603 2272 2811

or

Postal address:
Financial Markets Ombudsman Service (FMOS)
Level 14, Main Block
Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur

Alternatively, the Claimant or Policy Holder may file the dispute in person at the FMOS office.

The FMOS must be contacted within six (6) months from the date of the final decision from Us to the dispute of the Claimant or Policy Holder.

For further details on the FMOS, please obtain the information pamphlets from Us or visit the FMOS website at www.fmos.org.my.

Engagement of the FMOS is subject to the terms of reference pursuant to Section 126 of the Financial Services Act 2013. Contacting the FMOS does not affect the Claimant's or Policy Holder's right to take legal action against Us should they be dissatisfied with the outcome by the FMOS.

PROCEDURE FOR COMPLAINT TO BNMLINK

Any Policy Holder or Claimant who is not satisfied with the conduct of the Insurance Company may submit an enquiry, complaint, or feedback to BNMLINK.

The contact details are as follows:

BNMLINK
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur, Malaysia
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
BNMLINK Portal: bnm.gov.my/BNMLINK