

UNITED FOREIGN DOMESTIC WORKER INSURANCE POLICY

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

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

DEFINITIONS

For the purpose of this Policy:

1. Accident or Accidental shall mean any injury resulting solely and directly from sudden, unforeseen, and unexpected event, whether or not arising out of or in the course of employment and whether or not in Singapore.
2. AIDS or Acquired Immune Deficiency Syndrome shall have the meaning assigned to it by the World Health Organization. AIDS includes Opportunistic Infection, Malignant Neoplasm or any disease or sickness in the presence of a sero-positive test for HIV and shall include H.I.V. (Human Immune Deficiency Virus) encephalopathy (dementia) and H.I.V. (Human Immune Deficiency Virus) Wasting Syndrome.
3. Chiropractor shall mean a legally licensed practitioner duly registered and practising within the scope of his/her license pursuant to the laws of Singapore. The attending Chiropractor shall not be the Insured Person or a person who is related to the Insured Person.
4. The Company/ We/ Us/ Our/ Ourselves shall mean United Overseas Insurance Limited.
5. Excess shall mean the amount to be borne by the Insured in the event of a claim.
6. Hospital shall mean an establishment which meets all the following requirements:
 - (a) Holds a licence as a hospital (if licensing is required in the state or government jurisdiction);
 - (b) Operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - (c) Provides 24-hour a day nursing service by registered or graduated nurses;
 - (d) Has a staff of one or more licensed Physician available at all times;
 - (e) Provides organized facilities for diagnosis and major surgical facilities and
 - (f) Is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.
7. Insured/ You/ Your/ Yourself shall mean the employer of the foreign domestic worker.
8. Insured Person shall mean the foreign domestic worker employed by the Insured described in the Schedule.
9. Loss of Eye shall mean total and irrecoverable loss of sight.
10. Loss of Limb shall mean:
 - (a) in the case of upper limb loss by physical severance of at least all four fingers in their entirety or permanent total loss of use of an entire arm or hand;
 - (b) in the case of lower limb loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
11. Loss of Finger(s), Thumb or Toe(s) shall mean total loss by physical severance.

12. Period of Insurance shall mean the period specified in the Schedule and during which the Insured Person is in the immediate employment of the Insured and holds a valid work permit in respect of such employment to the date the Insured Person is repatriated or is employed by another employer. When the Insured Person returns to the home country this Policy will:
 - (a) cease from the time she leaves Singapore; and/or
 - (b) resume upon her return to Singapore or upon the renewal of her work permit with the same Insured whichever is the later.
13. Physician or Surgeon shall mean a practitioner of occidental medicines registered under the Medical Register of the Ministry of Health, Singapore
14. Pre-existing Condition shall mean any Sickness, Illness, condition or symptom which existed prior to the effective date of this Policy:
 - (a) for which treatment, medication, advice or diagnosis has been sought or received; or
 - (b) which originated or was known to exist by the Insured or the Insured Person prior to the effective date of this Policy whether or not treatment or advice or diagnosis was sought or received.
15. Sickness or Illness shall mean a physical condition marked by a pathological deviation from the normal healthy state.
16. Third Degree Burn shall mean a burn resulting in the damage or destruction of the skin to its full depth and damage to the tissue beneath.
17. Traditional Chinese Medicine (TCM) Practitioners shall mean Chinese Physicians that hold a valid license from the Ministry of Health, Singapore and/or are registered with the Traditional Chinese Medicine Practitioners Board, Singapore.

INSURANCE BENEFITS

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

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

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

In consideration of Us having agreed at the request of the Insured to provide this Letter of Guarantee to MOM in connection with the employment of the Insured Person for the period stated in the Letter of Guarantee, the Insured and the guarantor (if any) agree to fully indemnify Us, subject to the Special Extension to Section 1, against any payment, costs and expenses which We may incur under the obligation of this Letter of Guarantee. We have the rights to seek recovery if the Insured and the guarantor breach the agreement to indemnify Us.

Special Extension to Section 1

Notwithstanding Paragraph 2 above, We agree to waive partial of Our rights to obtain indemnification from the Insured in the event of forfeiture of the Letter of Guarantee arising from the Insured Person's unexplained disappearance resulting in the inability to repatriate the Insured Person.

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

The Insured shall bear the Excess of S\$250 in the event of such claim.

Section 2: Personal Accident- Worldwide

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

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

Section 2: Personal Accident- Worldwide (cont')

Schedule of Benefits	
(C)	<p>Medical Expenses Reimbursement of the actual medical expenses necessarily incurred for out-patient treatment (including day surgery) arising from an Accident. The limit stated in the Schedule for this benefit is the maximum limit for any one Accident and in the aggregate of one Period of Insurance.</p>
(D)	<p>Traditional Chinese Medicine and/or Chiropractic Treatment Reimbursement of the actual medical expenses necessarily incurred for treatment by herbalist, acupuncturist and bonesetter on injuries other than fractures arising from an Accident. Such treatment must be given by a qualified Traditional Chinese Medicine Practitioner Chiropractor. The limit stated in the Schedule for this benefit is the maximum limit for any one Accident and in the aggregate of one Period of Insurance.</p>

Provisions

- (i) Benefits shall only be payable to the Insured Person or Insured's personal representative under either Death or Disablement in connection with the same Accident and not both.
- (ii) On the happening of an Accident giving rise to a claim under Death or 100% Disablement, this Policy shall cease to apply to the Insured Person.
- (iii) Benefits payable as a result of one Accident shall not exceed 100% of the Principal Sum for Disablement for the Insured Person.
- (iv) Benefit payable under Section 1 (A) to (D) will cease from the time the Insured Person leaves Singapore for home leave and the cover will resume upon her return to Singapore provided her work permit is still valid.
- (v) Benefits payable for loss or loss of use of a whole Limb shall not also include Disablement for parts of that Limb.
- (vi) Permanent Total Disablement from gainful employment of any and every kind shall have lasted fifty-two (52) weeks before Benefits becomes payable;
- (vii) No Benefits shall be payable for Loss of Limb or Eye until at least thirteen (13) weeks after the date of the Accident and such Benefits shall only be payable if Death does not happen as a result of the Accident.

Section 3 – Special Grant

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

Section 4: Repatriation Expenses

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

Section 5: Hospitalisation and/or Surgical Expenses

We will reimburse the insured the actual medical expenses necessarily incurred for treatment and services provided by or on the order of a Physician to the Insured Person when admitted as a registered in-patient to a government or restructured Hospital in Singapore.

The cover includes:

- (a) **Inpatient Care**
Reimbursement of the actual charges for all medically necessary treatments and services provided by or on the order of a Physician to the Insured Person when admitted as a registered in-patient to a Hospital. Cover includes Hospital accommodation, meal charges, nursing care, diagnostic, laboratory or other medically necessary facilities and services, intensive care unit charges, specialist consultations or visits

and all drugs, dressings or medications prescribed by the treating Physician for in-hospital use. The costs of non-medically necessary goods or services including such items as telephone, television and newspapers are not covered.

- (b) **Day Surgery**
Reimbursement of the actual charges for all medically necessary surgical procedures and related treatment provided by or on the order of a Physician to the Insured Person at a Hospital. It excludes all non-surgical procedures and related treatment.
- (c) **Surgery Charges**
Reimbursement of the actual fees charged by the Surgeon or Surgeons for the operations, theatre and anaesthetist charges.
- (d) **90 Days Pre-Hospitalisation Diagnostic**
Reimbursement of the actual charges for the specialists' fees for consultation, pathology and radiography following referral from a general practitioner, incurred within ninety (90) days prior to Hospital Confinement or surgical operation for each Sickness or Illness. Benefits is not payable for out-patient treatment (including medications and any subsequent consultations after the Sickness or Illness is diagnosed), nor if the Insured Person is not subsequently hospitalized or surgically treated after such diagnostic services have been provided.
- (e) **90 Days Post-Hospitalisation Surgery Treatment**
Reimbursement of the actual charges for follow-up treatment by the same attending Physician or Surgeon up to a period of ninety (90) days immediately following discharge from Hospital or after day-surgery is performed in a Hospital.
- (f) **Specialist Outpatient Care**
Reimbursement of the actual charges for the specialist consultation and referral fee including the cost of a second opinion prior to hospitalisation provided such consultation is recommended in writing by the attending Physician and incurred ninety (90) days prior to inpatient treatment or surgery.

The limit stated in the Schedule for this benefit is the maximum limit per each year of the policy period.

Section 6: Foreign Domestic Worker's Personal Belongings

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

Section 7: Reimbursement of Salary Paid

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

Section 8: Temporary Alternate Arrangement

We will pay a cash benefit to the Insured for that duration when the Insured Person is hospitalized for more than three (3) days due to Accident or Sickness or Illness provided the Insured has made alternate arrangement such as putting the elderly in day care centre or hospice or the Insured's child(ren) in childcare centre during the Insured Person's hospital stay period.

Original receipt of the such registered service provider must be submitted for claim purpose.

Section 9: Termination Expenses

We will reimburse the Insured for the reasonable expenses incurred for terminating the service of the Insured Person upon confirmation from a registered Physician or Surgeon that the Insured Person is medically unfit to continue to work as a foreign domestic worker due to an Accident, Sickness or Illness.

Section 10: Replacement Benefit

We will reimburse the Insured the reasonable expenses incurred for hiring a new foreign domestic worker to replace the deceased or medically-unfit Insured Person provided and the replacement with a new foreign domestic worker must be made within thirty (30) days from the date of termination of the Insured Person.

Section 11: Care Benefit Against Physical Abuse by Foreign Domestic Worker

We will reimburse the Insured the reasonable medical expenses incurred by Insured or his/her family member(s) who is/are residing with the Insured for medical treatment due to physical abuse by the foreign domestic worker.

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

Section 12: Foreign Domestic Worker's Liability

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

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

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

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

- (i) bodily injury to members of the Insured's household permanently residing with Insured, or
- (ii) damage to property belonging to members of the Insured's household permanently residing with the Insured; or
- (iii) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement or
- (iv) any liability claim arising from driving or riding on a motor vehicle, moped or mechanically assisted personal mobility device.

Optional Cover

Insurance Bond to Philippine Overseas Labour Office in Singapore

We agree to provide an Insurance Bond in a prescribed form in lieu of cash deposit for the sum S\$2,000 or S\$7,000 as indicated in the Insurance Bond to Philippine Overseas Labour Office in Singapore.

In consideration of Us having agreed at the request of the Insured to provide this Insurance Bond to the Philippine Overseas Labour Office in Singapore guaranteeing the due and satisfactory observance of all the conditions by the Insured under the Standard Employment Contract with the Insured Person for the Period of Insurance stated in the Insurance Bond, the Insured and the guarantor's (if any) agree to fully indemnify Us against any payment, costs and expenses which We may incur under the obligation of this Insurance Bond. We have the rights to seek recovery if the Insured and the guarantor breach the agreement to indemnify Us.

LIMITS OF BENEFITS

1. The Limits of Benefits for each Section is stated in the Schedule.
2. The Limit stated in the Schedule for Section 5 – Hospitalisation and/or Surgical, is for per each year of the Policy period and are applicable to all government and restructured Hospitals in Singapore only

WAITING PERIOD FOR SICKNESS OR ILLNESS

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

GENERAL EXCLUSIONS

This Policy does not cover:

1. Pre-existing Condition unless the Insured Person has been continuously insured with UOI for more than twelve (12) months.
2. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, spectacles, contact lenses and hearing aids.
3. Any claim arising directly or indirectly from:
 - (a) Intentional self-inflicted injuries; suicide or attempted suicide (while sane or insane);
 - (b) Injuries sustained as a result of a criminal act of the Insured Person (while sane or insane) or unlawful act or willful exposure to danger (other than in an attempt to save human life);
 - (c) Bodily injury due to a gradually operating cause
 - (d) Any geriatric, psycho-geriatric or psychiatric, nervous conditions and mental disorder of any kind, drug addiction or alcoholism, rest cures or special nursing cares;
 - (e) Venereal disease, sexually transmitted diseases, Acquired Immunodeficiency Syndrome (AIDS) and AIDS related complications;
 - (f) Any communicable disease requiring isolation or quarantine by law unless such disease is contracted during her employment.
4. Any claim arising directly or indirectly from:
 - (a) Pregnancy including childbirth, caesarean operation, abortion, miscarriage, infertility, sterilization, contraception, menopause or any complications therefrom;
 - (b) Treatment for varicocele, congenital abnormalities or physical defects from birth;
 - (c) Treatment for obesity, weight reduction and improvement;
 - (d) Cosmetic or plastic surgery except for reconstructive surgery due to an Accident only;
 - (e) Dental care and treatment (including oral surgeries), except emergency treatment to sound natural teeth damaged by injury sustained in an Accident;
 - (f) Eye test and vision care including any process in determining the refractive errors of the eyes and their correction;
5. The Insured Person having taken a drug unless You prove that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction or alcoholism.
6. Any claim arising under any Workmen's Compensation law.
7. Any loss, claim or payment arising out of any circumstances caused directly or indirectly by the Insured's or members of Insured's household permanently residing with Insured
8. Accident while flying other than as a fare paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of such passenger.
9. Any claim when Insured Person is involved in hazardous sports including but not limited to winter sports (such as skiing or snowboarding), mountaineering, rock climbing, motor sports (such as motorcycle racing or motor car racing), water skiing, underwater activities (such as snorkeling or scuba diving), aerial activities (such as helicopter tour or para-gliding), etc.

10. Any claim caused by war, invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or strike, riot and civil commotion (unless unforeseeable)
11. Any claim caused ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and the like.
12. Any Insured Person who is above 60 years old.

GENERAL CONDITIONS

1. Alteration of Document

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

2. Arbitration

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

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

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

3. Cancellation

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

Discharge Date (Insurance Benefits and Letter of Guarantee to MOM)	Percentage of Premium Refund
Within 31 days from the effective date of this Policy	85%
Between 32 to 60 days from the effective date of this Policy	80%
Between 61 to 90 days from the effective date of this Policy	60%
Between 91 to 180 days from the effective date of this Policy	30%
More than 180 days from the effective date of this Policy	No Refund

The premium refund for the cancellation of Insurance Bond to Philippine Overseas Office in Singapore before the expiry date stated in the bond document is subject to a minimum premium of S\$35 due to Us. .

If such bond is cancelled before the effective date, the minimum premium due to Us will be S\$25.

4. Conduct of Claims

- (a) Written notice of the event on which the claim may be based and which is covered by this Policy must be given to the Company within thirty (30) days after the occurrence or commencement by the Insured or Insured Person and in the event where the Insured is unable or refuse to do so, the Insured Person or her legal personal representative is allowed to do so.
 - (b) All certificates, information and evidence must be provided at Insured's expense or at the expense of any claimant in the form and nature required;
 - (c) The Insured Person may be required to undergo a medical examination by Our medical advisor at Our expense in respect of any condition on which a claim is based;
 - (d) No Benefits payable under this Policy shall carry interest.
5. **False or Exaggerated Claims**
No payment will be made under this Policy if the claim is:
 - (a) in any respect fraudulent;
 - (b) intentionally exaggerated;
 - (c) supported by false declaration.
6. **Observance of Terms**
It is a condition precedent to our liability that any one claiming indemnity or Benefits complies with the terms of this Policy.
7. **Other Insurance**
If any other insurance covers the same Accident, Sickness or Illness, the Company will pay only Our rateable proportion of such claim. This Condition does not apply to Insurance Benefit under Section 2(A), 2(B) and Section (3) of this Policy.
8. **Precaution**
The Insured and Insured Person shall take all reasonable precautions to prevent Accident, Sickness or Illness and shall comply with all statutory requirements.
9. **Non-Guaranteed Premium**
The premium payable for this insurance is not guaranteed and may be increased at policy renewal at the full discretion of the Company

MEMORANDA APPLICABLE TO ALL SECTIONS

1. **Choice of Law**
This Policy shall be governed by and construed in accordance with the law of Singapore and each party agrees to submit to the exclusive jurisdiction of Singapore.
2. **Condition Precedent**
The validity of this Policy is subject to the condition precedent that:
 - (a) for the risk named Insured, the named Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
 - (b) if the named Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) the named Insured has fully paid all outstanding premium for time on risks calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named Insured to the Company before cover incepts
3. **Contract (Rights of Third Parties) Act 2001**
It is hereby understood and agreed that a person who is not a party to this policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.
4. **Jurisdiction**

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

5. **PDPA Clause (Individual)**

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

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

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

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

7. **Premium Before Cover Warranty**

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

8. **Sanction Limitation and Exclusion Clause**

No Insurer shall be deemed to provide cover and No Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any Sanction, Prohibition or Restriction under United Nations Resolutions or the Trade or Economic Sanctions, Laws or Regulations of Singapore, The European Union, United Kingdom or United States of America.

9 **Terrorism Exclusion**

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

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

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

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

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