

Indonesian Embassy Performance Bond Guarantee Terms and Conditions by Current Approved Insurers (Extracts Only)¹

AIG's terms and conditions	Liberty's terms and conditions	What it means for FDW employers
<p>7. The Employer agrees that any claim, demand or request by Embassy for payment of any sum of money up to S\$6,000 under the Guarantee shall be sufficient authority to AIG for making any such payment to the Embassy <u>without requiring or obtaining any evidence or proof that the amount so claimed or requested is due and payable</u>, and without requiring any notice or reference to or further authority from the Employer notwithstanding that the Employer may dispute the validity of such claim, demand or request.</p>	<p>7. The Employer agrees that any claim, demand or request by Embassy for payment of any sum of money up to S\$6,000/- under the Guarantee shall be sufficient authority to LIBERTY for making any such payment to the Embassy <u>without requiring or obtaining any evidence or proof that the amount so claimed or requested is due and payable</u>, and without requiring any notice or reference to or further authority from the Employer notwithstanding that the Employer may dispute the validity of such claim, demand or request.</p>	<p>The Insurer will pay the sum of up to \$6,000 to the Indonesian Embassy at their demand, without requiring proof that any breach of the Embassy's Standard Employment Contract for Domestic Helpers has occurred.</p>
<p>8. <u>The validity or legality of any payment by AIG pursuant to the Guarantee shall not be challenged by the Employer</u>, nor shall any liability hereunder be denied by the Employer, on the ground that such payment was not payable under such Guarantee or on any other grounds whatsoever.</p>	<p>8. <u>The validity or legality of any payment by LIBERTY pursuant to the Guarantee shall not be challenged by the Employer</u>, nor shall any liability hereunder be denied by the Employer, on the ground that such payment was not payable under such Guarantee or on any other grounds whatsoever.</p>	<p>The Insurer will claim back from the employers the sum of up to \$6,000 that the Insurer has paid to the Indonesian Embassy, and the claim shall not be challenged by the employer.</p>
<p>9. Upon AIG's written demand to the Employer for such payment, <u>the Employer shall make payment without any deduction whatsoever of any amount paid by AIG under the Guarantee</u>. Such an amount shall constitute a debt from the Employer to AIG.</p>	<p>9. Upon LIBERTY's written demand to the Employer for such payment, <u>the Employer shall make payment without any deduction whatsoever of any amount paid by LIBERTY under the Guarantee</u>. Such amount shall constitute a debt from the Employer to LIBERTY.</p>	<p>Upon demand by the insurer, employers will have to repay the insurer the sum of up to \$6,000 that the insurer paid to the Indonesian Embassy.</p>

¹ The information provided here is correct as at mid-Apr 2018. This list is not exhaustive and EAs must understand and explain the full terms and conditions of the Indonesian Embassy Performance Bond guarantee (provided for by any insurer) to FDW employers. The table lists down some terms and conditions for particular attention.