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care, but their employers ducked, part 1

August 6th, 2021 | [Articles](#), [Stories](#)



Danny was treated at Tan Tock Seng Hospital

Part 1: Danny from
the Philippines

Part 2: Lin from
Myanmar

In the second quarter and middle of 2021, two S-Pass holders came to Transient Workers Count Too for assistance over medical issues. In both cases, they were faced with employers who were not honouring their obligations regarding medical care. TWC2 resolved both cases successfully.

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in the tech sector. His job was directed at the Philippine market and the company needed someone familiar with the language and culture of that market. His boss, however, was based in India. Altogether, Danny had worked about ten years in Singapore, but only recently joined this company.

In March 2021, bad luck struck. Danny suffered a stroke. He was relatively young to suffer a stroke, being only in his forties, but he had a history of hypertension.

He stayed two weeks in Tan Tock Seng Hospital, after which he was moved to a step-down care facility for another four weeks.

Initially, the employer issued a Letter of Guarantee for \$10,000 to the hospital to cover his costs, but not long after, the insurance company behind the employer discovered that Danny had a history of hypertension. TWC2 understands that the insurer then told the employer that their policy didn't cover this case.

The employer thereupon withdrew the Letter of Guarantee.

In any case, the hospital's bill added up to \$34,000, and after discharge, Danny was asked to settle it.

Chased for payment

Danny was in a predicament. It was a huge amount, more than he could afford, and he was not fully able to work. When he spoke with his HR department, they told him that it was his responsibility to settle the hospital's bill, and not the company's, because of his pre-existing condition. However, when Danny applied for the job, no one asked him about pre-existing conditions. Also, he passed the medical exam that was required before he was issued with the S-Pass.

It was the Center for Migrant Advocacy, an NGO in Manila, that alerted TWC2 to Danny's case. The first thing we advised Danny when we initiated contact was to inform him that the discussion about pre-existing conditions was beside the point. What was at issue was the statutory obligation of the employer to cover his medical bills, which his employer was attempting to deny.

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1. The employment relationship between Danny and the company — governed by contract and by statutory law;
2. The relationship between the company and the insurer — governed by private contract between these parties. Employees, such as Danny, are not parties to these insurance policy contracts.

In (1), the statutory obligation of the employer is clearly stated in the subsidiary regulations under the Employment of Foreign Manpower Act.

Except as the Controller specifies otherwise in writing, the employer is responsible for and must bear the costs of the foreign employee's medical treatment in Singapore, except that and subject to paragraphs 2A and 2B, the foreign employee may be made to bear part of any medical costs in excess of the minimum mandatory coverage...(it then goes on to detail when cost sharing may apply).

— *Employment of Foreign Manpower (Work Passes) Regulations, Fifth Schedule, Part I, paragraph 2*

Nowhere in these regulations is there any provision for exclusion of medical costs due to pre-existing conditions. Nor did Danny's contract of employment contain any mention of cost-sharing.

Item (2) supports item (1) by mandating insurance cover for the employer's liabilities. The employer has to take out a policy to protect itself against these unexpected medical bills.

It is entirely possible for the policy to include reservations and exclusions, but such clauses will not affect the statutory responsibility of the employer to cover an S-Pass holder's medical costs stated in (1) above. If there are such exclusions in the insurance policy, they simply mean that the employer's liability in those circumstances will be uninsured. The liability remains nonetheless.

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The employer shall purchase and maintain medical insurance with coverage of at least \$15,000 per 12-month period of the foreign employee's employment...

— Employment of Foreign Manpower (Work Passes) Regulations 2012, Fifth Schedule, Part II, paragraph 6.

Of course, an employer can (and should) purchase coverage above \$15,000, but if he does not, it won't change his statutory obligation to cover the employee's medical costs. It will simply mean that the excess costs (above the insured value) will be uninsured.

Giving Danny the information he needed

TWC2's first task was to ensure that Danny understood his rights. We armed him with all the relevant laws pertaining to medical bills. This enabled him to engage more strongly with the hospital and his employer.

TWC2 helped Danny deal with the hospital. The hospital explained that they knew every well that it was the employer's responsibility to pay but since it was Danny's name and phone number on their records, they were thus speaking with him. The hospital was expecting Danny to get his employer to pay up.

The complication on the employer's side was that its HR functions had been outsourced to an HR service provider, and Danny was thus having to deal with an outside contractor. Danny's direct supervisor was sympathetic to his case but had no influence over the outside contractor. It later emerged that this HR service provider had not even informed the India-based boss that there was this case going on, or so they said. The HR provider took its own decision to deny responsibility for Danny's medical bills.

What followed was a series of email exchanges between Danny, the hospital and the employer. Repeatedly, Danny copied and

(MOM) too. Danny explained his predicament in his email. TWC2 also wrote two or three times to MOM to draw their attention to Danny's case and his email(s).

MOM never responded to TWC2. They did respond to Danny by email but this reply

- was a boilerplate email enumerating a foreign worker's entitlements;
- did not deal with any specifics that Danny had raised;
- and was sent from a Do-not-reply email address.

One couldn't even reply to MOM to tell them that its reply was useless.



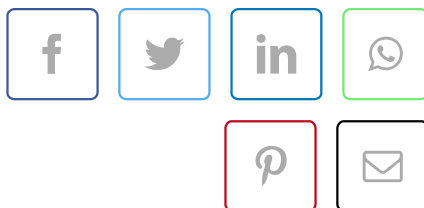
Eventually, word reached the boss in India. It was obvious that the law was clear and so a decision was made at the highest levels to reverse the HR service provider's insistence that Danny pay his own bills.

Relieved, Danny then submitted a letter of resignation. He had planned to resign from quite early on in order to return to the Philippines to recuperate fully, but while the \$34,000 bill hung over his head, he felt he should keep working as he would need the money. Once that burden was lifted, he didn't need to work anymore and he could go home at last.

A few days before his departure, he came to visit TWC2 at our office... with boxes of snacks from Filipino chain Jollibee.

Go to [Part 2: Lin's story](#).

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