

WORK INJURY COMPENSATION INSURANCE POLICY

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by an Proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if any employee described in the Schedule in the Insured's employment shall sustain personal injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business, the Company will subject to the terms exceptions conditions and warranties, and any memorandum if applicable, contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy) indemnify the Insured against all sums for which the Insured shall be liable to pay compensation either under the Legislation or at Common Law, and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe comply fulfil and be subject to the Terms of this Policy in so far as they can apply.

PROVIDED ALWAYS that in the event of any change in the Legislation or the substitution by other legislation therefor the Company reserves the right to cancel this Policy in accordance with Condition 9 contained herein or allow the Policy to remain in force and charge additional premium therefor.

Limit of Liability

The Company's liability in respect of Common Law claims shall be limited to \$10,000,000.00 for any one claim or series of claims arising out of one event.

JURISDICTION

1. This Policy shall be governed by the laws of the Republic of Singapore.
2. The indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect

- (1) the right of any person entitled to indemnity under this Policy, or
- (2) the right of any other person to recover compensation,

under or by virtue of the Legislation.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

EXCEPTIONS

The Company shall not be liable in respect of

- (1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (2) the Insured's liability to employees of independent contractors engaged by the Insured.

- (3) any employee of the Insured who is not an "employee" within the meaning of the Legislation.
- (4) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- (5) any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
- (6) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) nuclear weapons material.
 - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (7) any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner unless the Insured is liable under the Legislation.
- (8) any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury.

CONDITIONS

1. 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 the Schedule shall bear such specific meaning wherever it may appear.
2. In so far as it is not prohibited by the Legislation the Insured shall at all times observe, comply and fulfil the Terms of this Policy.
3. The truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy and shall be the basis of this Contract.
4. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
5. The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employee and shall comply with all statutory obligations and requirements.
6.
 - (a) In the event of the occurrence of any accident/occupational disease that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence in accordance with the time limits set out by Legislation to the Company with full particulars. If the notice period is not stipulated by legislation for a particular occurrence then notice of the occurrence shall be given to the Company within 10 days of the Insured having knowledge of the same.
 - (b) Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
7. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give such information and assistance as the Company may require.
8. If the nature of the Business as described in the Schedule is changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment the coverage under this Policy ceases in

regard to the employee affected unless the Insured, before the occurrence of any accident or discovery of disease involving the employee, obtains the written consent of the Company to such change.

9. The Company may cancel this Policy by giving fourteen (14) days' notice by registered letter to the Insured at his last known address and in such event the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of \$50.00 by the Insured. This Policy may be cancelled at any time by the Insured by giving seven (7) days' written notice to the Company and provided no claim has arisen during the period during which the Policy had been in force the Insured shall be entitled to a return of premium subject to a minimum premium payment of \$50.00 by the Insured and subject to any adjustment of premium required by the Terms of this Policy.
10. All disputes or differences under this Policy shall be referred to Arbitration in accordance with the Arbitration Act (Chapter 10) or any statutory re-enactment thereof. The making of an Award by an Arbitrator or Arbitrators as herein before specified shall be a condition precedent to any right of action against the Company.
11. At any time after the happening of any accident or disease giving rise to a claim or series of claims under this Policy the Company may pay to the Insured the full amount of the Company's liability and relinquish the conduct of any claim defence or proceedings and the Company shall not be responsible for any damage loss or liability alleged to have been caused to the Insured in consequence of any alleged act or omission of the Company in connection with such claim defence or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
12. A person who is not a party to this Policy Contract shall have no right under the Contracts (Rights of Third Party) Act (Cap 53B) to enforce any of its terms.
13. The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.
14. This insurance Policy is issued on the basis that the named Insured has never had any insurance (for the risk insured) cancelled due solely or in part to a breach of Premium Payment Warranty in the last 12 months from the inception of this Policy.

Average Clause

If the Estimated Annual wages, salaries and other monetary earnings declared by the Insured, which must include those paid by the Insured as well as those paid by other employers and known to the Insured, is lesser than the actual Annual wages, salaries and other monetary earnings at the time of the inception of the Policy, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Annual wages, salaries and other monetary earnings declared and the Insured shall bear a ratable proportion of the liability accordingly. The Annual wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.

INTERPRETATION

1. ALL references to "Legislation" in this Policy shall mean the Work Injury Compensation Act (Cap. 354), amendments and re-enactment thereof and any regulations made thereunder.
2. Words used in the Policy shall have the same meanings as that defined in the Legislation.

PREMIUM ADJUSTMENT AND DECLARATION OF WAGES

1. The premium payable by the Insured shall be based on the total amount of wages, salaries and other monetary earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in his employment during the Period of Insurance.

2. If the total amount of wages, salaries and other monetary earnings paid by the Insured as well as other employers and known to the Insured during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Policy, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of \$50.00 by the Insured.
3. For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in his employment together with the amount of wages salaries and other monetary earnings paid by the Insured as well as wages, salaries and other monetary earnings paid by other employers to the employee and known to the Insured during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records. Wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.
4. The Insured shall without demand and within a month after the expiry date or termination of this Policy, furnish the Company an account of all wages, salaries and other monetary earnings paid by the Insured as well as wages, salaries and other monetary earnings paid by other employers and known to the Insured to every employee in his employment during the Period of Insurance.

WARRANTY

The Insured warrants that in the event of any failure by him to comply with any of the Terms of this Policy, he shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

Premium Payment Warranty

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the inception date of the respective coverage under the Policy, Renewal Certificate or Cover Note or effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:-
 - (a) the respective cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said 60-day period;
 - (b) the automatic termination of the respective cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium for the respective coverage subject to a minimum of \$25.00.
3. If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

IMPORTANT- The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.