

## 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 a 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.

### Common Law 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

- (a) any liability of the insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (b) the insured's liability to employees of independent contractors engaged by the insured.
- (c) any employee of the insured who is not an "employee" within the meaning of the legislation.
- (d) any sum which the insured would have been entitled to recover from any party but for an agreement between the insured and such party.

- (e) 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.
- (f) any liability or whatsoever nature directly or indirectly caused by or contributed to by or arising from.
- (i) nuclear weapons material.
- (ii) 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.
- (g) 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.
- (h) 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 the 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 S\$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 S\$50.00 by the insured and subject to any adjustment of premium required by the terms & conditions 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 (Right of Third Party) Act (Cap 53B) to enforce any of its terms.
13. 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-enactments 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 S\$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 S\$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 Notice

In accordance to section 25(5) of the Insurance Act, we would remind you that you must disclose to us fully and faithfully all the facts you know or could reasonably be expected to know, otherwise you may not receive any benefit from this policy.

### Warranties / Clauses Attaching To and Forming Part of This Policy:-

#### **ASBESTOS EXCLUSION**

This contract excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- 1) Asbestos, or
- 2) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

#### **NON-CONTRIBUTION**

It is hereby agreed and noted that this policy shall not indemnify the insured or contribute to any payment/compensation under WICA or common law where the injuries giving rise to such claims occurred at a project site.

#### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses 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 on 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.

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 underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

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

#### **Y2K - ELECTRONIC DATE EXCLUSION**

The company shall not be liable in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the insured or not, occurring at any time to:

- (i) correctly recognize any date as its true calendar date
- (ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data of the inability to capture save retain or correctly to process such data on or after any date.

#### **POLICY OWNERS' 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](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

#### **PERSONAL DATA USE**

Any information collected or held by us whether contained in your application or otherwise obtained may be used and/or disclosed to our associated individuals/companies or any independent third parties (within or outside Singapore) for any

matters relating to your application, any policy issued and to provide advice or information concerning products and services which we believe may be of interest to you and to communicate with you for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

**The Following Endorsements/Clauses Apply Only When Specified In The Schedule:-**

**ENDORSEMENT W2**

This policy does not indemnify the insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include:-

Lathes, fret-saws, boring machines, sanding machines, mechanically-driven portable tools applied to the work by hand other than pendulum and swing saws.

**ENDORSEMENT W4**

This policy does not indemnify the insured in respect of any claim arising in connection with erecting or fitting or repair away from the shop or yard of the insured.

**ENDORSEMENT W64**

This policy does not indemnify the insured in respect of any claim arising in connection with work on board ships.

**ENDORSEMENT W77**

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that this policy only indemnifies the insured's liability at common law, for accidents arising out of and in the course of employment to non-manual employees, as described in the schedule, whose monthly earnings are more than S\$1,600.00

**ENDORSEMENT W192**

This policy does not indemnify the insured in respect of any claim arising in connection with felling, sawing or carting of trees other than light trees not exceeding 20ft (6.10m) in height to be used for scaffolding or carrying poles.

**CROSS LIABILITY CLAUSE**

For the purposes of this policy each of the parties comprising the insured shall be considered as a separate and distinct unit and the words "the insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the company hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which a claim is made hereunder. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability hereunder.

**LOSS NOTIFICATION CLAUSE**

This policy will not be prejudiced by any inadvertent delays, errors or omissions in notifying the company of any circumstances or events giving rise or likely to give rise to a claim under this policy.

**SOCIAL/RECREATIONAL ACTIVITIES CLAUSE**

It is hereby declared and agreed that this policy is extended to cover any accident in connection with the insured's employee during any social recreational or welfare activities organised by the insured within the Republic of Singapore subject to an excess of S\$250 and not exceeding S\$5,000 per employee. It is further declared and agreed that the indemnity granted under this policy is also extended to apply to occurrences caused by arising out of and in connection with drinks, beverages or food served by the insured during such social, recreational or welfare activities within the Republic of Singapore subject to an excess of S\$250 and not exceeding S\$5,000 per employee.

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