

QBE Insurance (Singapore) Pte Ltd

Work Injury Compensation

Policy Wording

QBE INSURANCE (SINGAPORE) PTE LTD welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

“WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM YOUR POLICY.”

QBE Work Injury Compensation

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COVERAGE

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 therefore 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.

DEFINITIONS AND 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.
3. **"Schedule"** means the schedule of insurance including any endorsement schedule given to Insured by the Company.
4. **"Business"** shall mean the business of the Insured as shown in the Schedule.
5. **"Period of Insurance"** shall mean the period referred to in the Schedule or any further period which has been agreed.
6. **"Policy"** shall mean:
 - a. the Schedule, insuring clauses, extensions, conditions, definitions, exclusions and other terms contained herein; and
 - b. any endorsement attaching to and forming part of this Policy either at inception or during the Period of Insurance; and
 - c. the Proposal
7. **"Company"** shall mean QBE Insurance (Singapore) Pte Ltd.

8. **"Insured"** shall means the company(ies) named as such in the Policy Schedule or subsequent endorsement(s) (if any).

Where the Insured under this Policy is more than one person, firm, partnership, company, association, organisation or entity of a similar nature, "Insured" shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to an Insured under this Policy shall be joint.

LIMIT OF LIABILITY

The Company's liability in respect of Common Law claims shall be limited to S\$15,000,000 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 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.

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.

EXCLUSIONS

Unless otherwise deleted, replaced or supplemented, the following shall apply.

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, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

6. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from nuclear energy risks being operations employing the process of nuclear fission or fusion or handling radio-active material which operations include but are not limited to:

- i. the use of nuclear reactors such as atomic piles, particle accelerators, generators or similar devices, or
- ii. the use handling or transportation of radio-active materials, or
- iii. the use handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This exclusion shall not apply to:

- a. insurance of occupational risks arising from radio-isotopes or radium compounds when used away from the place where such are made or produced and when used exclusively to ordinary industrial, educational, medical or research pursuits,
- b. the transportation of yellowcake when conducted in accordance with legislative requirements.

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.

9. Asbestos Exclusion

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

- a. asbestos, or
- b. 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.

10. Terrorism Exclusion

Any loss, damage, death, injury, illness, 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 threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of public, in fear.

This endorsement also excludes loss, damage, death, injury, illness, 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.

11. Sanctions Exclusion

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 the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to the European Union, United Kingdom and United States Of America.

12. Project Site Or Contract Site Exclusion

This Policy shall not indemnify the Insured for compensation to injuries occurring at a project site or contract site giving rise to claims under the Work Injury Compensation Act or Common Law.

However, this exclusion shall not apply where the contract value for each project/contract does not exceed S\$10,000,000 for the duration of the project.

The contract value stated in this exclusion refers to the contract value of the project/contract for which the Insured is under contract to perform.

It is further noted that nothing in this exclusion shall affect the right of any person entitled to indemnity under this Policy or 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 by for the Legislation.

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 condition 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 or 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 thirty (30) 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 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 Parties) Act (Chapter 53B) to enforce any of its terms.
 13. Average Condition

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.
 14. Condition Precedent

The validity of this Policy is subject to the condition precedent that:

 - a. For the risk insured, the 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 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 Insured has fully paid all outstanding premium for time on risk 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.
 15. Non-Contribution Clause

This insurance does not cover any compensation or liability which is insured by or would, but for the existence of this Policy, be insured by any other policy or policies, except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
 16. Premium Adjustment and Declaration of Wages
 - a. 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.
 - b. 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.

- c. 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.
- d. 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.

17. 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 QBE Insurance (Singapore) Pte Ltd or visit the GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

18. Premium Payment Warranty

- a. Notwithstanding anything herein contained but subject to clause b 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.
- b. 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:
 - i. the respective cover under the Policy, Renewal Certificate or Cover Note or Endorsement is automatically terminated immediately after the expiry of the said 60-day period;
 - ii. the automatic termination of the respective cover shall be without prejudice to any liability incurred within the said 60-day period; and

- iii. 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.

- c. 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.

19. Failure of the Insured to comply with any of the Terms of this Policy shall make the Insured liable to repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

MEMORANDA/EXTENSION CLAUSES

Except to the extent that the Policy is hereby modified under the following Memoranda, the terms, conditions and limitations of the Policy shall apply.

Unless otherwise specified, the sub-limits shall not increase the liability of the Company beyond the total sum insured specified in the Schedule and to apply in excess of the underlying excess, if any.

1. Apprenticeship Extension

If any persons under a contract of service or apprenticeship with the Insured shall sustain bodily injury or death by accident or disease caused during the period of insurance and arising out of and in the course of his employment by or apprenticeship with the Insured, the Company will at the request of the Insured indemnify such person of the Insured against liability at law to pay compensation and claimant's cost and expenses in respect of such injury or death and will in addition pay all costs and expenses in respect of such injury or death.

Provided that the employee or servant claiming to be indemnified should as though he were the insured observe, fulfil and be subject to the terms of Policy insofar as they can apply.

2. Business Disruption Assistance Benefit

It is hereby declared that in the event that any employee(s) of the Insured sustains personal injury by accident arising out of and in the course of employment, subject otherwise to the terms of this Policy, the Company shall pay to the insured the sum of S\$3,000 in respect of each injured employee that suffers hospitalisation for continuous period of more than 30 days as a direct result of the said personal injury.

It is further declared and agreed that in no event shall the Company's liability exceed S\$3,000 per employee per accident and S\$10,000 in the annual aggregate.

3. Contingent Liability

It is hereby understood and agreed that subject otherwise to the Terms and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured both at Common law and under Work Injury Compensation legislation to employees in the employment of contractors and/or sub-contractors performing work for the Insured while engaged in the business and occupation in respect of which the within Policy is granted or in the various premises and residences of executives for which they may be responsible.

Provided that the indemnity given by this extension is contingent upon the Insured failing to be indemnified in consequence of the failure on the part of any of the contractors and/or sub-contractors to insure and keep insured during the currency of a contract their employees under a policy of insurance as they are required to do by Legislation.

4. **Indemnity to Principal**

It is hereby understood and agreed that in the event of any employee employed by Insured or any dependent of such employee bringing or making a claim under any Work Injury Compensation legislation for the time being in force and mentioned in the Schedule against the said principal for personal injury by accident or disease sustained whilst at work on any contract covered by the Terms of this Policy which the Insured may be carrying out for the said principal, the Company will indemnify the said principal against such claim and any costs charges and expenses in respect thereof.

Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation or such other Work Injury Compensation legislation.

5. **Enhancement for Temporary Incapacity**

It is hereby declared and agreed that for the purpose of clause 4(1) of Third Schedule of the Legislation, where temporary incapacity whether total or partial results from an injury, the Company shall indemnify the Insured for payments of compensation made to the Injured employee as follows:

- a. Full earnings for a period of 120 days if the injured employee is hospitalised; and
- b. 30 days if the injured employee is not hospitalised; and
- c. thereafter, for a further periodical payment of an amount equal to two-thirds of the injured employee's earnings during the incapacity or a period of one year from date of accident, whichever period is shorter.

6. **Increase in Medical Expenses Limit**

It is hereby declared and agreed that the Company's liability in respect of medical expenses as provided under the Work Injury Compensation Act shall not exceed S\$300,000 for any one claim or series of claim arising out of one event for each employee.

7. **Overseas Medical Expenses and Medical Leave**

It is hereby noted and agreed that in the event an insured employee is required to seek medical attention for bodily injury sustained through an accident that occurred outside Singapore, in the course of and pursuant to the employee's work in the Insured's Business during the Period of Insurance the Company will reimburse such expenses (including medical certificates) that are necessarily and reasonably incurred in the course of the treatment of the injury, subject to the amount of such expenses incurred being not more than what would have been incurred had the treatment been given in Singapore.

8. **Funeral/Repatriation Expenses Benefit**

It is hereby declared and agreed that as a result of accidental death or personal injury arising out of and in the course of employment payable under this Policy, the Company shall compensate the Insured for the following:

- a. funeral, burial or cremation and associated expenses; and/or
- b. repatriation of mortal remains of the employee back to their country of origin; and/or
- c. medical repatriation expenses of returning the employee(s) to their country of origin

The indemnity under this extension shall not apply in the event of Normal Repatriation. Normal repatriation is defined as returning the employee on a common carrier to his country of origin with an allowance for baggage.

It is further declared and agreed that in no event shall the Company's liability exceed S\$5,000 per employee per accident and S\$10,000 in annual aggregate.

9. **Social and Recreational Activities**

It is hereby understood and agreed that this Policy extends to cover personal injury by accident to Insured's employees sustained during social and recreational activities organised by the Insured and conducted within Singapore.

10. **Traditional Chinese Medicine (TCM) Expenses**

It is hereby declared and agreed that this policy extends to include chinese physician/chiropractor treatment expenses necessarily and reasonably incurred for treatment of injuries arising out of and in the course of employment, if treatment is prescribed by a Singapore medical practitioner up to S\$250 each and every claim and S\$5,000 during the Period of Insurance.

It is further declared and agreed that the above fees will be inclusive and within the medical expenses limit of this Policy.

11. **To and From Work Extension (excluding Two-Wheeler, within Singapore Cover)**

This extension shall apply to an event happening to an employee arising out of and in the course of his or her employment by the Insured. Such event shall be deemed to be arising out of and in the course of his employment when occurring whilst the employee on any working day:

- a. Is temporarily absent from his place of employment during any meal breaks, all within Singapore
- b. Is travelling between his or her place of residence within Singapore and place of employment and any other place for the purpose of his or her employment all within Singapore.
- c. Is travelling between his or her place of employment and place of residence all within Singapore.

Provided that:

- a. There is no substantial interruption or deviation from the journey which is unconnected with his employment.
- b. No cover is provided under this extension if the employee is travelling on a two-wheeler vehicle.

12. **Vocational Training Attachment**

This Policy is extended to cover insured employees whilst undergoing vocational and/or overseas trainings.

13. **Waiver of Subrogation Rights Against Subsidiary or Parent Company**

In the event of a claim arising out of this Policy the Company agrees to waive any rights, remedies or relief of which it might become entitled to subrogation against any company standing in relation or subsidiary to or parent to the Insured.

14. **Waiver of Subrogation Rights Against Principals**

In the event of a claim arising out of this Policy, the Company agrees to waive any rights, remedies or relief of which they might become entitled to subrogation against the principals stated in the Policy.

15. **24 Hours Cover on Business Travel**

This Policy is extended to cover insured employees in respect of personal injury caused by accidents arising out of and in the course of his or her employment whilst travelling anywhere in the world in connection with the Business.



QBE Insurance (Singapore) Pte Ltd

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