

**Liberty International Underwriters**

**Workplace Protect**  
**Work Injury Compensation Insurance**



## Workplace Protect Policy

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**Policy Number:**

**Company:** Liberty International Underwriters (Registration No. 52985055M), a registered business name of Liberty Mutual Insurance Europe Limited, incorporated in the United Kingdom and registered as a foreign company in Singapore (UEN T02FC6303E)

**Insured:**

**Business:**

**Period of Insurance:** Inception <date written in full>  
 Expiry <date written in full>  
 Both dates inclusive, Singapore local standard time

<b>Interest Insured:</b>	<u>Category of Employee(s)</u>	<u>Number of Employee(s)</u>	<u>Estimated annual Earnings</u>
			SGD
			SGD
			SGD

**Common Law Limit:** SGD 10,000,000 per occurrence, including all costs and expenses incurred with the Company's consent in defending any claim for compensation

**Policy Wording:** Liberty International Underwriters Singapore plus attached endorsements:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Territorial Limit:**

**Jurisdiction:** Republic of Singapore

**Premium:** SGD \_\_\_\_\_ plus 7% Goods & Services Tax

This Schedule attaches to and forms part of the Policy and is valid only if it is signed and dated below by a person duly authorised by the Company.

Issued: 27 October 2009

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For and on behalf of the Company

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**WARNING: If you do not fully and faithfully provide and/or disclose to the Company facts you know or ought to know with regard to this insurance placement you may receive nothing from this Policy.**

### IMPORTANT

1. You are advised to read this Policy immediately. Please inform the Company in writing if there is any error or discrepancy.
  2. This Policy conforms to the compulsory insurance requirements of section 23 of the *Work Injury Compensation Act* (Cap. 354).
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**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 as 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 legal personal representatives shall as though they were the Insured observe, comply, fulfill 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 thereto the Company reserves the right to cancel this Policy in accordance with condition 4.8 contained herein or allow this Policy to remain in force and charge additional premium therefor.

**PROVIDED FURTHER** that if at any time during the Period of Insurance any Employee(s) in the Insured's immediate service or apprenticeship shall sustain personal Injury by accident or disease arising out of and in the course of employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such Injury at common law, the Company's liability shall be limited to Singapore Dollars Ten Million only (SGD 10,000,000/-) per occurrence.

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### 1. Jurisdiction

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- 1.1 This Policy shall be governed by the laws of the Republic of Singapore.
- 1.2 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.

### 2. Avoidance of certain terms and right of recovery

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Nothing in the Terms of this Policy shall affect:

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

under or by virtue of the Legislation.

Provided always that the Insured shall repay to the Company all sums paid by the Company in excess of that which the Company would have been liable to pay under the Legislation or this Policy.

### 3. Exceptions

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Notwithstanding any other provision herein, the Company shall not under any circumstances 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 any Employees of independent contractors engaged by the Insured;
- (c) any sum which the Insured would have been entitled to recover from any party but for any agreement between the Insured and such party;
- (d) 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;
- (e) any liability of whatever nature directly caused by, contributed to by, or arising from:
  - i. nuclear weapons material; or
  - ii. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;

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- (f) 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; or
- (g) any Partial or Total Incapacity or death resulting from a deliberate self-Injury or the deliberate aggravation of an accidental Injury.

### 4. Conditions

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- 4.1 In so far as it is not prohibited by the Legislation the Insured shall at all times observe, comply with and fulfill the Terms of this Policy.
- 4.2 The truth of the statements and answers in the Proposal submitted by the Insured 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.
- 4.3 Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 4.4 The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's Employees and shall comply with all statutory obligations and requirements including but not limited to the *Workplace Safety and Health Act (Cap. 354A)*.
- 4.5
  - (a) In the event of any accident which may give rise to a claim under this Policy the Insured shall give notice of the accident in accordance with the time limits set out by Legislation\* to the Company with full particulars.
  - (b) In the case of any disease which may give rise to a claim under this Policy the Insured shall give notice of the discovery of the disease to the Company within 30 days of its discovery.
  - (c) In the event of a Claim, the Insured shall promptly give such information as the Company and/or Ministry of Manpower may reasonably require for the purposes of assessing, determining or quantifying the said Claim.
  - (d) Every letter, claim, writ, summons or other 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.

\* Note: Current Legislation specifies the following time limits:

Every Insured shall give notice to the Commissioner for Labour in the prescribed form and to his Insurer in writing of the occurrence of any accident as follows:

- i. where the accident results in death within 10 days of its occurrence;
- ii. where the accident results in any incapacity that renders the Employee unfit for work for more than 14 days, within 18 days of its occurrence; and

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- iii. where the accident results in any incapacity that renders the Employee unfit for work for 14 days or less, not later than the 15<sup>th</sup> day of the month following its occurrence.
- 4.6 No admission, offer, promise or payment shall be made by or on behalf of the Insured in connection with any Claim without the prior 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 defense 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.
- 4.7 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.
- 4.8 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 Singapore Dollars \$50.00 (before GST) by the Insured.
- 4.9 This Policy may be cancelled at any time by the Insured by giving fourteen (14) days' written notice to the Company and provided no claim has arisen during the period which the Policy had been in force the Insured shall be entitled to a return of premium subject to a minimum premium payment of Singapore Dollars \$50.00 (before GST) by the Insured and subject to any adjustment of premium required by the Terms of this Policy.
- 4.10 All disputes or differences under this Policy shall be referred to arbitration in accordance with the *Arbitration Act* (Cap. 10) or any statutory re-enactment thereof. The making of an award by an Arbitrator or Arbitrators as hereinbefore specified shall be a condition precedent to any right of action against the Company. This arbitration clause will survive any cancellation, termination or expiration of this Policy.
- 4.11 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.

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### 5. Interpretation

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- 5.1 "Claim" means any action, claim, demand or suit made under the Legislation or common law that results from any accident or disease arising out of and in the course of an Employee's employment by the Insured in the Business.
- 5.2 "Earnings" shall have the meaning provided in section 2(1) of the Legislation.
- 5.3 "Employee" shall have the meaning provided in section 2(1) of the Legislation.
- 5.4 "Injury" shall have the meaning provided in section 2(1) of the Legislation.
- 5.5 "Legislation" shall mean the *Work Injury Compensation Act* (Cap. 354), including any amendments and re-enactments thereof and any regulations made thereunder.
- 5.6 "Partial Incapacity" shall have the meaning provided in section 2(1) of the Legislation.
- 5.7 "Policy" shall mean this Policy, the Schedule and any memorandum contained herein or endorsed hereon and all 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.
- 5.8 "Proposal" shall mean the signed and dated proposal form completed by the Insured for the Company disclosing all facts known or ought to be known by the Insured.
- 5.9 "Total Incapacity" shall have the meaning provided in section 2(1) of the Legislation.
- 5.10 Words defined in the Legislation that are not specifically referred to above shall have the meaning given in the Legislation.

### 6. Premium adjustment and declaration of Earnings

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- 6.1 The Premium payable by the Insured shall be based on the total amount of Earnings paid by the Insured to every Employee in his employment during the Period of Insurance.
- 6.2 If the total amount of Earnings paid by 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 Singapore Dollars \$50.00 (before GST) by the Insured.
- 6.3 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 Earnings paid by the Insured during the Period of Insurance and the Insured shall at all times allow the company to inspect such records.
- 6.4 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 Earnings paid by the Insured to every Employee in his employment during the Period of Insurance and the Insured shall in the case of a corporation arrange for such account to be certified as correct by a certified public accountant of the Republic of

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Singapore or if the Insured is not a corporation, arrange for such account to be declared as correct by Statutory Declaration by the Insured or by a partner/principal officer of the Insured.

### 7. Warranty

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The Insured warrants that in the event of any failure to comply with any of the Terms of this Policy, the Insured shall repay to the Company all sums paid by the Company in excess of that which the Company would have been liable to pay under the Legislation.

### 8. Premium payment warranty

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8.1 Notwithstanding anything herein contained but subject to Clause 2 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:-

- (a) Inception date of the coverage under the Policy, renewal certificate or cover note; and
- (b) Effective date of each endorsement, if any, issued under the Policy, renewal certificate or cover note.

8.2 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 days period referred to above, then:-

- (a) the cover under this Policy or any renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said 60 days period;
- (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60 days period; and
- (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum Singapore Dollars \$25.00 (before GST).

8.3 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.

### 9. Condition precedent

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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

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- (b) if the Insured had declared that it has breached any premium payment condition in respect of a previous Policy taken up with another company in the last twelve (12) months;
  - i. the Insured has fully paid all outstanding premium for time on risk calculated by the previous company based on the customary short period rate in respect of the previous Policy; and
  - ii. a copy of the written confirmation from the previous company to this effect is first provided by the named Insured to the Company before inception of cover.

## 10. Memoranda

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### **ENDORSEMENT W216**

It is hereby declared and agreed that in the event of an Employee of the Insured or any dependant of such Employee making a claim under the Legislation against the specified principals as stated in the Schedule for personal Injury by accident or disease arising out of and in the course of work on any contract covered by the Terms of this Policy which the Insured may be carrying out for the said specified principals at or about the place where the specified principals have undertaken to execute work or which is under the specified principal's control or management, the Company will indemnify the said specified principals against such claim made under the Legislation and any costs charges and expenses in respect thereof.

Provided always that the Company shall be entitled (but not obliged) to have the sole conduct and control of all proceedings connected with claims made under the Legislation covered by this endorsement.

Provided always that nothing in this endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation.

### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 (Cap. 53B) EXCLUSION ENDORSEMENT**

It is hereby declared and agreed that a person who is not a party to this Policy shall have no rights under the *Contracts (Rights of Third Parties) Act 2001* (Cap. 53B) to enforce any of its terms.

### **AUTOMATIC COVERAGE FOR NEW EMPLOYEES ENDORSEMENT**

This Policy covers all future Employees of the Insured engaged after the commencement of the Period of Insurance in the Insured's Business defined in the Schedule, and the Insured warrants that it will report to the Company all particulars and/or details of such Employees at the end of the Period of Insurance and the premium payable will be adjusted accordingly by the Company in accordance with section 6 of this Policy.

### **STUDENTS ON-JOB-TRAINING ENDORSEMENT**

It is hereby declared and agreed that subject otherwise to the Terms of this Policy, the indemnity herein granted is extended to cover legal liability of the Insured both at common law and under Legislation to any students participating in any on-job-training programme organised by the Institutes of higher learning and attached to the Insured who are engaged in the Insured's Business.

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Provided that in the event that the students are covered by separate insurance in respect of their training with the Insured this endorsement shall not apply.

The Insured warrants that it will report to the Company all particulars and/or details of any such students at the end of the Period of Insurance and the premium payable will be adjusted accordingly by the Company in accordance with section 6 of this Policy.

### **TRAVELLING TO AND FROM WORK INCLUDING MEALBREAKS (PUBLIC TRANSPORT) ENDORSEMENT**

For the purposes of this endorsement only:

- (a) "Insured Employee" shall mean any Employee of the Insured described in the Schedule; and
- (b) each such Insured Employee shall be deemed to be a co-insured under the Policy for their respective rights and interests.

It is hereby declared and agreed that any accident happening to an Insured Employee will be deemed to be arising out of and in the course of his employment when occurring anywhere in Singapore, whilst the Insured Employee, on any working day (including Sundays and Public Holidays) is travelling as a passenger with the express or implied permission of the Insured employer:

- (a) between his place of residence and place of employment and/or any place for the purpose of his employment (including travelling on public transport); or
- (b) between his place of employment and place for meal breaks (including travelling on public transport).

Provided that any such event giving rise to a claim under this Policy does not occur during or after any substantial interruption or deviation from the journey, made for a reason or purpose unconnected with his employment which would ordinarily have materially added to the risk of Injury.

It is further provided that, notwithstanding whether a Claim is made under the Legislation or under common law, the insured benefits under this endorsement shall be assessed in accordance with the Legislation. In this regard and for the avoidance of doubt, any claim for permanent incapacity shall, where required, be determined by an assessment by a medical practitioner appointed at the Company's discretion.

In the case of payment of benefits hereunder to the Insured Employee, it shall be a condition precedent to the Company's obligation to pay that the Insured Employee assigns his rights and remedies against any third party for the loss and damage in relation to which payment by the Company is to be made on terms of assignment to be provided by the Company.

Nothing herein provided shall increase the Company's liabilities as set forth in the Schedule beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

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### **SOCIAL/RECREATIONAL ACTIVITIES ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to cover Employees whilst engaged in any social, recreational and/or sports activities formally organised by the Insured and/or the Insured's sports and/or social club for the benefit of Employees anywhere within Singapore against Injury as outlined in the Legislation.

Provided that such activities shall not include mountaineering necessitating the use of pitons or ropes, motorised-racing of any kind (including practice therefore), water ski-jumping, underwater activities involving the use of underwater apparatus of any kind and winter sports.

Nothing herein provided shall increase the Company's liabilities as set forth in the Schedule beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

### **NON-CONTRIBUTION ENDORSEMENT**

It is hereby declared and agreed that this Policy does not cover liability which is insured or would, but for the existence of this, be insured by any other policy or policies, except in respect of any excess beyond the amount which would have been payable under such policy or policies had this Policy not been effected.

### **COMPENSATION FOR MEDICAL TREATMENT ENDORSEMENT**

It is hereby declared and agreed that for the purposes of clause 5 of the Third Schedule of the Legislation, the Company shall indemnify the Insured for compensation payable for medical treatment received by an Employee in relation to his Injury up to the lower of the following amounts:

- (a) the cost of medical treatment received by the Employee within a period of one year after the happening of the accident or disease causing his Injury; and
- (b) Singapore Dollars One Hundred Thousand (SGD \$100,000/-),

per accident per Employee.

It is further provided that the insured benefits shall be assessed in accordance with the Legislation.

Nothing herein provided shall increase the Company's liabilities beyond this extension.

### **COMPENSATION FOR TEMPORARY INCAPACITY ENDORSEMENT**

It is hereby declared and agreed that for the purposes of clause 4(1) of the 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

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- (c) thereafter, for a further periodical payment of an amount equal to two-thirds of the injured Employee's earnings during the incapacity or during a period of one year, whichever period is shorter.

Nothing herein provided shall increase the Company's liabilities beyond this extension.

### **SURVEY SUBJECTIVITY ENDORSEMENT**

The Company shall be permitted but not obliged to engage a surveyor of its choice to inspect the Insured's property and operations at any time so as to make an assessment of such property and operations from a workplace safety & health perspective.

The Insured acknowledges and agrees that neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.

The Insured shall allow the Company access to its premises and other places of business and generally provide all reasonable cooperation and assistance as the Company may require in the conduct of the survey.

In the event that:-

- (a) the adverse finding(s) by the surveyor is/are not reasonably capable of being remedied by the Insured within a mutually agreed timeframe; or
- (b) the Insured fails to carry out the remedial actions to the satisfaction of the Company within the time period specified in the survey report,

then the Company shall have the right to cancel this Policy in accordance with Condition 4.8.

### **SUBROGATION ENDORSEMENT**

In respect of any payment whatsoever made or to be made under this Policy to or on behalf of the Insured, the Company shall be subrogated to all of the Insured's rights of recovery in respect thereof against any party not entitled to compensation under this Policy and the Insured shall execute such instruments and deliver such evidence and do whatever else is necessary to secure such rights.

Nothing herein provided shall increase the Company's liabilities beyond this extension.

Signed on behalf of the Company  
on the date stated in the Schedule



N. MacCarthy  
Senior Vice President, Casualty – Asia Pacific

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**This Policy is valid only if attaching to a signed and current Policy Schedule including any applicable endorsements and it is signed and dated by a person duly authorised by the Company. These endorsement(s) form part of:**

**Policy Number:**

**Type:** Work Injury Compensation

**Insured:**

**Effective Date:**

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Nothing contained in these endorsements shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

Issued 27 October 2009

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For and on behalf of the Company