

Policy No D19WIC0000222

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 at 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 SGD10,000,000 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 :

- 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.



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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 a "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 of 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 purpose 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.

GENERAL EXCEPTIONS

- a. Nuclear Exclusion

The indemnity provided by this Policy shall not apply to nor include loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- (1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof



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- (3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exception does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

b. Asbestos Exclusion

This Policy excludes 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

This exclusion shall only apply to the liability of the Insured which attaches under Common Law.

c. War & Terrorism Exclusion

The insurance by this policy excludes: -

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- (b) any act of terrorism including but not limited to
 - i. the use or threat of force, violence and/or
 - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or

- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.



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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 of 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 application 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 in 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 has been in force subject to a minimum premium payment of SGD50.00 by the Insured.



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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 SGD50.00 by the Insured and subject to any adjustment of premium required by the terms or 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 hereinbefore 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. 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.

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 this Policy shall have the same meanings as that defined in the Legislation.

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.

It is noted and agreed that The Agency and/or The Authority is not to be included in this Warranty.



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SCHEDULE

Policy Number: D19WIC0000222

NAME OF INSURED

Principal/ Employer

Public Utilities Board (hereinafter also referred to as the "Board") and their permanent successors and/or the Government of Singapore

Address: 40 Scotts Road, #22-01 Environment Building, Singapore 228231

Contractor(s)

In any tier Contractors and/or sub-contractors of every tier

Others

Land Transport Authority of Singapore as Principal in respect of the proposed road works, minor sewers works on roads affected and road opening works

Suppliers, vendors, architects, surveyors, engineers, consultants and/or others engaged to provide goods or services in connection with the Insured Contracts for their activities only while on Site

All for their respective rights and interests

PERIOD OF INSURANCE

Open for admittance of Contract from 1 April 2019 to 31 March 2022 and subject to the contract periods and defects liability periods of individual Insured Contracts admitted into the Policy.

INSURED CONTRACTS

The insurance cover shall be effective for any Contract including Term Contract in Categories 1 to 5 not exceeding SGD50 million in awarded contract value, from commencement through to completion of such Contracts (hereinafter referred to as "Contract Period") plus the defects liability period subject to: -

- All Contracts not exceeding 36 months of Contract Period and up to 24 months of defects liability period for the Contracts awarded by the Principal during the Period of Insurance.
- All Term Contracts not exceeding 36 months of Contract Period plus up to 12 months thereafter for the completion of any Works Order or Purchase Order and up to 12 months Defects Liability period.

awarded by the Principal during the admittance period from 01 April 2019 to 31 March 2022.

Any Contract or Term Contract which does not satisfy the above automatic admission criteria can be admitted as an Insured Contract subject to the prior agreement of the Insurer.



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Insured Contracts are automatically held covered if an extension of Contract Period is required, and premium applicable as follows: -

Original Period	Extension Period	Extension Premium	* Loss Ratio Loading on Extension Premium			
			0% to 80%	Exceed 80% up to 100%	Exceed 100% up to 150%	Above 150%
Original Period	-	N/A	-	-	-	-
-	0 to 6 months	Nil	0%	0%	0%	0%
-	Exceeding 6 months up to 12 months	$\frac{\text{Extension Period}}{\text{Original Period}} \times \text{Original Premium}$	0%	0%	0%	0%
-	Exceeding 12 months up to 24 months	$\frac{\text{Extension Period}}{\text{Original Period}} \times \text{Original Premium}$	0%	20%	50%	100%
-	Exceeding 24 months	Extension premium to be agreed	0%	20%	50%	100%
-	Defects Liability Period up to 12 months	$\frac{\text{DLP Extension Period}}{\text{Original Contract Period}} \times \text{Original Premium} \times 10\%$	0%	0%	0%	0%

***Definition**

Loss Ratio = $\frac{\text{Total paid claims} + \text{Total reserved claims}}{\text{Total Premium Paid}}$

Total Premium Paid = Original Contract Premium + Total Extension Premium (if applicable)

For purpose of determining Extension Premium, Loss Ratio shall be calculated as at the contract completion date or the extended contract completion date.



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Insured Contracts are categorised as follows: -

Category 1: – Below Ground Civil Engineering Works Excluding Pipe Jacking / Microtunnelling

Category 2: – Below Ground Civil Engineering Works Including Pipe Jacking / Microtunnelling

Category 3: – Wet Civil Engineering Works

Category 4: – Above Ground Construction, Rehabilitation of Sewerage System, Mechanical and Electrical, Instrumentation, Control and Automation Works

Category 5: – Supply of Materials, Labour, Services, Operation and Maintenance Contracts

More fully defined in the Technical Specifications.

PLACE(S) OF EMPLOYMENT

Anywhere in connection with the Contracts and as governed by the Act

PREMIUM

Premium Calculation:

(a) Estimated Wageroll shall be calculated as follows:

Category 1 – 15% of Contract Value

Category 2 – 15% of Contract Value

Category 3 – 15% of Contract Value

Category 4 – 15% of Contract Value

Category 5 – 15% of Contract Value

(b) Premium for each Category to be calculated as follows:

$(\text{Contract Value} \times 15\%) \times \text{Relevant Rate}$

Subject to declarations of awarded Contracts

(c) Premium for diver(s) to be calculated as follows:

$\text{Diver(s) estimated wages} \times \text{Relevant Rate}$

Subject to declarations of awarded Contracts

PREMIUM PAYMENT

Thirty (30) days from the date of insurer's tax invoices.



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MEMORANDA

- MEMO 1** : It is hereby declared and agreed that Exceptions (b) of this Policy is deleted.
- MEMO 2** : It is hereby declared and agreed Condition 9 of this Policy is deleted.
- MEMO 3** : It is hereby declared and agreed that "Premium Adjustment and Declaration of Wages" and "Average Clause" section under this Policy is deemed to be deleted.
- MEMO 4** : It is hereby noted and agreed that this policy includes divers who are engaged to carry out diving and underwater related activities.

Waiver of Subrogation Rights Clause

It is hereby understood and agreed that the "Avoidance of Certain Terms and Right of Recovery" on the face of this Policy shall not apply to the Principal.

Common Law Liability Clause

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the Company's liability in respect of Common Law claim shall be limited to SGD10,000,000.00 any one claim or series of claims arising out of one event.

Exclusion of Rights Under the Contracts (Rights to Third Parties) Act

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

Electronic Date Exclusion (Total Exclusion)

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- b. media or systems used in connection with any of the foregoing whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of



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- i. recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

Subject otherwise to the Terms, Conditions and Exceptions of this Policy.

Travelling to and from Work Extension including Meal Break and on Motor Cycling and Pillion Riding

It is hereby noted that this Policy is extended to include accidents in the following circumstances happening to a workman on any working day in pursuance of or arising out of and/or in the course of his employment by the Insured:-

- a. is travelling between his place of employment and place of residence within Singapore.
- b. is released during meal breaks and for social and recreational activities organised by the Insured within Singapore.

Provided always that any injuries giving rise to claim under this Policy is not incurred during or after any substantial interruption or deviation from the journey made for a reason or purpose unconnected with his employment.

It is further provided that the Insured benefits shall be assessed in accordance with the Act but always limited to SGD25,000 per employee and SGD250,000 in the aggregate for all employees injured in the event of any one occurrence.

Primary Policy

Notwithstanding the terms, exclusions, provision and conditions contained in the Policy or endorsed thereon, the Insurer agrees that this Policy shall be primary to and not excess to or contributing with any other insurances maintain by the Insured, i.e., this Policy will respond to all claims in full, pertaining to this Project regardless of the presence of any annual Policy.



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LTA Endorsements

The following clauses are applicable in respect of all road opening and temporary access applications with the Land Transport Authority.

Endorsement A

It is hereby understood and agreed that in the event of any workmen employed by the within Insured or by the Insured's Contractors as referred to in Endorsement B hereon or any dependant of such workmen, bringing or making a claim under any Work Injury Compensation Act Cap 354 for the time being in force in the Republic of Singapore against any Officer of the Principal for personal injury or disease sustained whilst at work on any Contract covered by the terms and conditions of the within Policy which the Insured may be carrying out for the said Officer of the Principal the Company will indemnify the said Officer or the 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.

Endorsement B

It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured whilst engaged in the business and occupation in respect of which the within Policy is granted but only so far as regards Claims under any Work Injury Compensation Act Cap 354 for the time being in force in the Republic of Singapore.

Signed for and on behalf of the Company



Authorised Signatory

Dated: 14th March 2019

WORK INJURY COMPENSATION ACT
(Chapter 354)

WORK INJURY COMPENSATION INSURANCE REGULATIONS 1975

CERTIFICATE OF INSURANCE
[Regulation 3(1)]

POLICY NO. : **D19WIC0000222 (MASTER POLICY)**

NAME OF INSURER : **INDIA INTERNATIONAL INSURANCE PTE LTD**

NAME OF INSURED : **PRINCIPAL/ EMPLOYER**
PUBLIC UTILITIES BOARD (HEREINAFTER ALSO REFERRED TO AS THE
"BOARD") AND THEIR PERMANENT SUCCESSORS AND/OR THE
GOVERNMENT OF SINGAPORE

CONTRACTOR(S)
IN ANY TIER CONTRACTORS AND/OR SUB-CONTRACTORS OF EVERY TIER

OTHERS
LAND TRANSPORT AUTHORITY OF SINGAPORE AS PRINCIPAL IN RESPECT
OF THE PROPOSED ROAD WORKS, MINOR SEWERS WORKS ON ROADS
AFFECTED AND ROAD OPENING WORKS

SUPPLIERS, VENDORS, ARCHITECTS, SURVEYORS, ENGINEERS,
CONSULTANTS AND/OR OTHERS ENGAGED TO PROVIDE GOODS OR
SERVICES IN CONNECTION WITH THE INSURED CONTRACTS FOR THEIR
ACTIVITIES ONLY WHILE ON SITE

ALL FOR THEIR RESPECTIVE RIGHTS AND INTERESTS

DATE OF COMMENCEMENT
OF THE POLICY : **01 Apr 2019**

DATE OF EXPIRY OF THE
POLICY : **31 Mar 2022**

- All Contracts not exceeding 36 months of Contract Period and up to 24 months of defects liability period for the Contracts awarded by the Principal during the Period of Insurance.
- All Term Contracts not exceeding 36 months of Contract Period plus up to 12 months thereafter for the completion of any Works Order or Purchase Order and up to 12 months Defects Liability period.

I/We certify that the Policy to which this Certificate relates is issued in accordance with the provisions of the Work Injury Compensation Act (Chapter 354).

INDIA INTERNATIONAL INSURANCE PTE LTD



Authorised Signatory

A member of the General Insurance Association of Singapore

AN EXTRACT FROM

**THE WORK INJURY COMPENSATION INSURANCE
REGULATIONS, 1975**

(Other Regulations)

- 3-(2) Every such certificate of insurance shall be issued not later than seven days after the date on which the insurance commences or is renewed.
- 4-(1) Where a certificate of insurance has been issued to an employer in accordance with Regulations 3 he shall display a copy of that certificate at his place of business or where he has more than one place of business at each place of business at which he employs any employee whose claims may be the subject of indemnity under the policy of insurance to which that certificate relates.
- 4-(2) Copies of any such certificate of insurance shall be displayed in such manner as to be easily seen and read by every employee employed whose claims may be the subject of indemnity under the policy of insurance to which the certificate relates, and shall be kept displayed until the expiration of the period of insurance stated in the certificate or if the policy of insurance to which the certificate relates is cancelled before that time, until the policy is cancelled and, in either case, shall not be displayed thereafter.
5. Any person who contravenes or fails to comply with any requirement imposed by these Regulations shall be guilty of an offence and shall be liable on conviction to a fine not exceeding two thousand dollars.