

## **"BLANKET" WORK INJURY COMPENSATION POLICY (PSAM)**

### **NOTES:-**

- (i) Unless otherwise stated elsewhere, the Work Injury Compensation Insurance Policy required for the Works will be covered under the "Blanket Policy" taken out by PSA Marine (Pte) Ltd ("PSAM") on behalf of the Contractor. This blanket insurance scheme is arranged by KIB Insurance Brokers (S) Pte Ltd. The premium required for this policy will be borne by PSAM
- (ii) The terms and conditions stipulated in the "Blanket" Work Injury Compensation Insurance Policy are the minimum requirements. The Contractor shall be required to insure against any other additional requirements deemed necessary but not covered by the "Blanket" Work Injury Compensation Insurance Policy. The insurance premiums required for such additional coverage shall be allowed for and included in the Contractor's tender price.
- (iii) Notwithstanding the foregoing provisions the Contractor may be terminated from the "Blanket Policies" for this Contract at any time at the absolute discretion of PSAM by giving fourteen (14) days notice in writing and without having to give reasons should PSAM be of the opinion it should be so terminated on account of adverse claim experience or from whatever other justifiable cause. Under such circumstances, the Contractor should obtain from KIB Insurance Brokers (S) Pte Ltd or from elsewhere at their own expense and submit proof of the replacement insurance policies of equal terms/conditions of coverage and in the joint names of PSAM and the Contractor within the said period of fourteen (14) days. Should the Contractor fail to obtain the said replacement policies, PSAM may after the expiry of the said fourteen (14) days period and at the expense of the Contractor obtain the replacement policies for the Contractor for the remaining period of the Contract.
- (iv) For avoidance of doubts only, the provisions in this Contract on insurance are without prejudice to and shall not in any way affect any of the liabilities whatsoever of the Contractor under the Contract including but not limited to damage to persons and properties.
- (v) All the aforesaid notes shall be incorporated and formed part of the Conditions of Contract for this project.
- (vi) The Contractor shall report any accident at site to the Superintending Officer. In the event of a claim, please notify :

KIB Insurance Brokers (S) Pte Ltd  
460 Alexandra Road  
#26-01/02 PSA Building  
Singapore 119963  
Tel No. 6377 9033  
Fax No. 6377 9030

Contact Person: Ms Winnie Loh (DID: 6377 9051)  
(E-mail: [wloh@kib.com.sg](mailto:wloh@kib.com.sg))

Please quote the PSAM Contract No.

## SCHEDULE

<b>TYPE</b>	WORK INJURY COMPENSATION INSURANCE
<b>INSURED</b>	PSA MARINE (PTE) LTD AND/OR SUBSIDIARIES AND/OR ASSOCIATED AND/OR AFFILIATED AND/OR RELATED COMPANIES INCLUDING THOSE WHICH ARE ACQUIRED OR CONSTITUTED OR INCORPORATED DURING THE PERIOD OF INSURANCE AND/OR CONTRACTORS AND/OR SUB-CONTRACTORS INCLUDING NOMINATED SUB-CONTRACTORS AS MAY FROM TIME TO TIME BE DECLARED FOR THEIR RESPECTIVE RIGHTS AND INTERESTS
<b>BUSINESS</b>	INCLUDING BUT NOT LIMITED TO PILOTAGE, TOWAGE, MARINE ADVISORY SERVICE, MARINE CONSULTANCY AND/OR SUPPLY OF WATER FOR WATERBOATS
<b>PERIOD</b>	AS ARRANGED UNTIL CANCELLED  COVERAGE COMMENCES FROM DATE OF SITE POSSESSION OR COMMENCEMENT OF CONTRACT TO COMPLETION OR EXTENDED COMPLETION (WHICHEVER IS THE LATER), INCLUDING ALL VARIATION WORKS/ORDERS PLUS THE MAINTENANCE OR DEFECTS LIABILITY PERIOD.  EXCLUDING ALL LIABILITIES ARISING FROM ANY CONTRACT WHERE WORK COMMENCES PRIOR TO POLICY INCEPTION
<b>COVER</b>	INDEMNITY AGAINST:- A) STATUTORY LIABILITY UNDER THE WORK INJURY COMPENSATION ACT AMENDMENTS AND RE-ENACTMENTS THEREOF AND ANY REGULATIONS MADE THEREUNDER. B) LIABILITY AT COMMON LAW UP TO S\$10 MILLION ANY ONE CLAIM OR SERIES OF CLAIMS ARISING OUT OF ONE EVENT  INCLUDING ALL COSTS AND EXPENSES INCURRED WITH INSURERS' CONSENT IN DEFENDING ANY CLAIM FOR COMPENSATION.
<b>EMPLOYEES INSURED</b>	ALL CONTRACT WORKERS, TECHNICIANS, ARTISANS, MASONS, CARPENTERS, BRICKLAYERS, CLERKS OF WORKS, SKILLED AND UNSKILLED LABOURERS, ETC
<b>CONTRACTS TO BE COVERED</b>	1. ANY FORM OF SUB-AQUEOUS WORK INCLUDING DIVING WORKS AND/OR RELATED ACTIVITIES  2. ALL FORMS OF VOYAGE REPAIRS INCLUDING OFFSHORE RISKS AND SEA TRIALS  3. COVERAGE EXCLUDES CONTRACTS WHERE :  A. THE CONTRACT PERIOD (INCLUDING MAINTENANCE PERIOD) EXCEEDS 4 YEARS B. THE CONTRACT VALUE EXCEEDS S\$10,000,000

ATTACHING TO AND FORMING PART OF SCHEDULE

**TERRITORIAL LIMITS** ANYWHERE WITHIN SINGAPORE AND ELSEWHERE AS GOVERNED BY THE ACT

**CONDITIONS / CLAUSES** AS PER INSURER'S WORK INJURY COMPENSATION INSURANCE POLICY, SUBJECT TO THE FOLLOWING :-

1. APPROVED ADJUSTERS CLAUSE
2. CLAIMS CONDITION - THE INSURER WILL APPOINT A LAWYER MUTUALLY AGREED BY PSA MARINE (PTE) LTD AND THE INSURER TO DEFEND ANY CLAIM MADE AGAINST PSA MARINE (PTE) LTD AND PAYABLE UNDER THE POLICY. AS AND WHEN REQUESTED BY PSAM, SUCH LAWYER WILL EXPEDITIOUSLY PROVIDE PSAM WITH HIS/HER WRITTEN OPINION ON THE STRENGTHS AND WEAKNESSES OF THE DEFENCE AND/OR UPDATES OF ANY LEGAL PROCEEDINGS AND/OR SETTLEMENT NEGOTIATIONS
3. COMMON LAW LIMIT UP TO S\$10,000,000 ANY ONE CLAIM OR SERIES OF CLAIMS ARISING OUT OF ONE EVENT
4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001
5. QUARTERLY DECLARATION CLAUSE
6. DELETION OF EXCEPTION 2 – THE INSURED'S LIABILITY TO EMPLOYEES OF INDEPENDENT CONTRACTORS ENGAGED BY THE INSURED
7. "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY" CLAUSE SHALL NOT APPLY TO PSA MARINE (PTE) LTD AND/OR SUBSIDIARIES AND/OR ASSOCIATED AND/OR AFFILIATED AND/OR RELATED COMPANIES INCLUDING THOSE WHICH ARE CONSTITUTED OR INCORPORATED DURING THE PERIOD OF INSURANCE
8. ELECTRONIC DATE EXCLUSION CLAUSE
9. TERRORISM EXCLUSION
10. TOTAL ASBESTOS EXCLUSION
11. TO AND FROM WORK EXTENSION (EXCLUDING MOTOR-CYCLING) BUT INCLUDING MEAL BREAKS WITHIN SINGAPORE
12. WAIVER OF SUBROGATION AGAINST PSA MARINE (PTE) LTD AND/OR SUBSIDIARIES AND/OR ASSOCIATED AND/OR AFFILIATED AND/OR RELATED COMPANIES INCLUDING THOSE WHICH ARE ACQUIRED OR CONSTITUTED OR INCORPORATED DURING THE PERIOD OF INSURANCE
13. IT CLARIFICATION CLAUSE

**INSURER**

FIRST CAPITAL INSURANCE LIMITED

100%

## WORK INJURY COMPENSATION INSURANCE

**WHEREAS** the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by an proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **FIRST CAPITAL INSURANCE LIMITED** (hereinafter call 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 thereof.

### **Limit of Liability**

The Company's liability in respect of Common Law Claims shall be limited to S\$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
- 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

### **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 there under.
- 2) Words used in the Policy shall have the same meanings as that defined in the Legislation

## EXCEPTIONS

The Company shall not be liable in respect of: -

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

## CONDITIONS

- 1) This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 2) In so far as it is not prohibited by the Legislation the Insured shall at all times observe, comply and fulfil the Terms of this Policy.
- 3) The truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy and shall be the basis of this contract.
- 4) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 5) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's Employee and shall comply with all statutory obligations and requirements.
- 6) (a) In the event of the occurrence of any accident/ occupational disease that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence in accordance with the time limits set out by Legislation to the Company with full particulars. If the notice period is not stipulated by legislation for a particular occurrence then notice of the occurrence shall be given to the Company within 10 days of the insured having knowledge of the same  
(b) Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
- 7) No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the Insured's name the 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 and the Insured shall give all 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 14 days notice by registered letter to the insured's 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 premium payment of \$50.00 by the Insured. This policy may be cancelled at any time by the Insured by giving seven 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 and differences under this policy shall be referred for Arbitration in accordance to the Arbitration Act (chapter 10) or any statutory reenactment thereof. The making of an Award by an Arbitrator or Arbitrators as herein before specified shall be a condition precedent to any right of action against the Company
- 11) At any time after the happening of any accident or disease giving rise to a claim or series of claims under this Policy the Company may pay to the Insured the full amount of the Company's liability and relinquish the conduct of any claim defence or proceedings and the Company shall not be responsible for any damage loss or liability alleged to have been caused to the Insured in consequence of any alleged act or omission of the Company in connection with such claim defence or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
- 12) A person who is not a party to this policy contract shall have no right under the Contracts (Rights of Third Party) Act (Cap 53B) to enforce any of its terms
- 13) 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.

#### **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

#### **CLAUSES/ENDORSEMENTS**

The following clauses and endorsements apply to this Policy:

**Approved Adjusters Clause**

It is hereby declared and agreed that In the event of any loss covered by this Policy, the amount of such loss shall be adjusted subject to the terms and conditions of the Policy by any of the following firms of adjusters:

Crawford- THG (Singapore) Pte Ltd

**Contracts (Rights of Third Parties) Act 2001**

It is hereby declared and agreed that 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.

**Quarterly Declaration Clause**

The Insured shall within fourteen (14) days after each quarter of the policy period furnish to the Company an accurate record containing all particulars relative thereto and information as the Company may require. The premium for declaration shall thereupon be charged as per rates agreed and paid by Insured from each quarter as charged by the Company

**IT Clarification**

Property damage covered under this policy shall mean physical damage to the substance of property

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs hat is caused by a deletion, a corruption or a deformation of the original structure

Consequently the following are excluded from this policy:

1. Loss of or damage to data or software in particular any detrimental change in data, software or computer program that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage

**Terrorism Exclusion**

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, any person(s) or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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 expenses 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 company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured

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

**To and From Work Extension including Meal Breaks (Excluding Motor cycling)**

It is hereby noted that this policy is extended to include an event happening to a workman in pursuance of or arising out of and/or in the course of his employment by the Insured. Such event shall be deemed to be arising out of and in the course of his employment when occurring anywhere in Singapore including meal breaks and excluding motorcycling:

- 1) Whilst the workman on any working day:

- a) Is travelling between his place of residence and place of employment and/or any other place for the purpose of his employment; and
- b) Is travelling between his place of employment and place of residence

Provided that such event giving rise to a claim under this policy is not incurred during or after any substantial interruption or deviation from journey made for a reason or purpose unconnected with his employment which would ordinarily have materially added to the risk of injury

Also provided always that the insured agrees if such event giving rise to a claim arose out of the fault or partial fault of a third party (not being the insured), any payment under this endorsement shall only be made if the employee (or his representative) receiving payment under this endorsement shall agree and sign an agreement allowing the Company to utilize the employee's name (or his estate) to mount a claim against the third party for recovery of any payment so made to the employee (or his representative)

Further provided always that the insured agrees any payment made under this endorsement shall be made directly to the employee (or his representative) and such direct payment to the employee ( or his representative) shall be deemed to be full and good discharge of any liability that the Company may have under his endorsement to the insured.

#### **Total Asbestos Exclusion**

It is hereby understood that this policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity

#### **Electronic Date Exclusion**

The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly from the failure of 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:

- a) correctly recognize any date as its true calendar date
- b) 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
- c) capture, save or 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 or the inability to capture, save retain or correctly to process such data on or after any date