

Motor and Work Injury Insurance BY POH CHU CHAI [Singapore: LexisNexis, 2010. lvii + 556 pp. (including index). Softcover: S\$160.00 (inclusive of GST)]

Professor Poh Chu Chai has continued to rationalize his books on the law of insurance into discrete logical areas—the previous edition of this work would have been familiar to readers as the sixth edition of *Law of Life, Motor and Workmen's Compensation Insurance* (Singapore: LexisNexis, 2002). The current edition comprises the compulsory insurance aspects of the previous edition. That said, this work still adheres to the hallmarks of Professor Poh's work in this area: there is much breadth and depth in its treatment of the relevant principles and case law.

The book is divided into two distinct parts. The first deals with the contractual and statutory issues which pertain to motor insurance. The second relates to the issues which are peculiar to Work Injury Insurance. This latter part comes at an opportune moment as Singapore's Workmen's Compensation Act was replaced by a more wide-ranging Work Injury Compensation Act (Cap. 354, 2009 Rev. Ed. Sing.) in 2009.

Although the areas of coverage differ slightly from the sixth edition of *Law of Life, Motor and Workmen's Compensation Insurance*, readers will be much comforted to know two things: the layout of the current work very much mirrors that adopted in the previous work (sans the chapters on life insurance), and there has been no deviation from Professor Poh's hallmark use of extensive case extracts whilst maintaining a comprehensive coverage of the relevant legal principles and case law.

Chapters 1 to 10 cover motor insurance and make up the bulk of the work. Chapters 1 to 4 broadly deal with the relationship between the insurer and the insured. Chapter 1 deals with the statutory framework which renders compulsory motor vehicle insurance. This relates to the requirements that the insured is expected to meet as well as the consequences of any non-compliance. Chapter 2 deals with the issue of vicarious responsibility of the vehicle owner for any liability incurred by other persons driving the motor vehicle. Chapter 3 takes us through the more common terms and conditions which are peculiar to motor vehicle insurance. Chapter 4 goes on to cover the rights of the policyholder in respect of any claims and repairs made under the policy. It also covers an issue which is not always obvious even to lawyers, much less lay persons; namely, the effect that sale of the motor vehicle has on the motor insurance policy itself.

Chapters 5 to 10 deal with the statutory facet of motor vehicle insurance under the Motor Vehicles (Third-Party Risks and Compensation) Act (Cap. 189, 2000 Rev. Ed. Sing.) which affects the rights of third parties who suffer injuries as a result of the use of a motor vehicle. Chapter 5 deals with the types of risks required by law to be insured. Chapter 6 sets out the liability of insurers under the Act to third parties, while Chapter 7 moves on to cover how such third parties may enforce their rights. Chapter 8 sets out the position of the authorized driver—under the policy and his or her statutory rights under the Act. Chapter 9 deals with the complications which arise in the event of insolvency of the policyholder and the means by which the Act seeks to shield third parties from such issues. Finally, Chapter 10 deals with the Motor Insurers' Bureau and the issues arising therefrom, such as the scope of the agreement setting out the duties and liabilities of the Bureau, and the qualifying and disqualifying prerequisites before any third party is able to make a claim against the Bureau.

Chapters 11 to 14 are concerned with Work Injury Insurance. Chapter 11 deals with the statutory framework as well as the process and issues that arise from work injury claims. Chapter 12 then covers the issue that is at the heart of the statutory framework—the definition of “employee” as set out in the Work Injury Compensation Act. Chapter 13 sets out the other central theme of Work Injury Insurance—what is an “accident” for the purposes of the Act and when can this be said to arise “in the course of employment”. Lastly, Chapter 14 discusses the particular problems which arise in the event of the employer being insolvent, and how the Act seeks to work around such difficulties.

Professor Poh continues to take into account the fact that much of the law of insurance in Singapore is influenced by the laws of England. He taps on the great corpus of English case law where there is either none in Singapore and Malaysia, or where he seeks to juxtapose a differing judicial approach to any issue of law. He also sets out the English statutory provisions in order for references to English case law to be understood in context.

This reviewer has always maintained, and continues to maintain, that Professor Poh's works are a boon to the busy practitioner. Professor Poh does not just cover the relevant legal principles but goes one step further to extract the most relevant passages from the judgments of the courts, while setting this out alongside the factual matrix of the case law. This enables the reader to have a quick look at any area of law, and then digest Professor Poh's review of the underlying case law should there be such

a need. This approach allows the practitioner to then determine if he or she wishes to investigate further into the relevant cases or to note up the cases.

This work continues to have much to commend itself: it is comprehensive in its coverage, intuitive in its layout and clear in its analysis. A work like this commends itself to both the practitioner and the industrious student.

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