
First published in the *Government Gazette*, Electronic Edition, on at .

No. S 186

SINGAPORE ARMED FORCES ACT
(CHAPTER 295)

SINGAPORE ARMED FORCES (MILITARY DOMAIN EXPERTS
SERVICE) REGULATIONS 2010

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In exercise of the powers conferred by sections 205 and 205A of the Singapore Armed Forces Act, the Armed Forces Council hereby makes the following Regulations:

PART I

PRELIMINARY

Citation and commencement

1. These Regulations may be cited as the Singapore Armed Forces (Military Domain Experts Service) Regulations 2010 and shall come into operation on 1st April 2010.

Definitions

2.—(1) In these Regulations, unless the context otherwise requires —

“approved institutional treatment” means any treatment, approved by an Awards Officer, in a hospital or similar institution;

“approved treatment” means a course of medical, surgical or rehabilitative treatment which an Awards Officer has certified that a member should receive in consequence of any disablement in respect of which an award may be or has been made under these Regulations, but does not include any treatment which involves no or only occasional interruptions of the member’s normal employment;

“Awards Officer” means an Awards Officer appointed under regulation 3;

“Board” means the Board of Trustees appointed in accordance with the Singapore Armed Forces (SAVER-Premium Fund) Regulations (Rg 18);

“CARE Account” and “CARE Initial Quantum” have the same meanings as in the Singapore Armed Forces (Premium Plan) Regulations (Rg 22);

“Central Provident Fund” means the Central Provident Fund established under the Central Provident Fund Act (Cap. 36);

“Central Provident Fund Board” means the Central Provident Fund Board established under the Central Provident Fund Act;

“compensation salary”, in relation to a member, means the consolidated salary of the member, whether he is confirmed in any rank that he holds or otherwise, and includes —

- (a) for the purposes of Parts IV and V, such reimbursement or pay to which the member is entitled or which is payable to him by his employer under section 24 of the Enlistment Act (Cap. 93); and
- (b) any other allowance declared by the Armed Forces Council to be a component of the compensation salary, not being an allowance for the performance by a member of duties in a rank higher than his substantive or temporary rank;

[Deleted by S 237/2012 wef 01/06/2012]

“CPF Top-Up Account”, in relation to a member, means the CPF Top-Up Account in the SAVER-Premium Fund maintained by the Board in respect of the member in accordance with the Singapore Armed Forces (SAVER-Premium Fund) Regulations (Rg 18);

“dependant”, in relation to a deceased member, means a person receiving regular and substantial support or benefit from the deceased member —

- (a) where the member’s death occurred during his service, throughout the period of 6 months ending with the member’s death;
- (b) in any other case, throughout the period beginning 6 months prior to the termination of the member’s service and ending with the member’s death; or
- (c) throughout such other period as the Armed Forces Council may determine in the exceptional circumstances of any case;

“disablement” means physical or mental injury or damage or loss of any physical or mental capacity, and “disabled” shall be construed accordingly;

“General Order” means a General Order of the Ministry of Defence;

“gross salary”, in relation to a member, means the consolidated salary of the member, whether he is confirmed in any rank that he holds or otherwise, and includes —

- (a) bonuses, including performance bonuses; and
- (b) such other allowances as the Armed Forces Council may determine, not being an allowance for the performance by a member of duties in a rank higher than his substantive or temporary rank;

[Deleted by S 740/2020 wef 01/09/2020]

“injury” includes wound or disease;

“injury received in and which is attributable to service” includes the following:

- (a) any injury received in consequence of some act lawfully performed in the discharge of a member’s duties;
- (b) any injury received while on a journey necessary to enable a member to report for duty or to return home after duty;

[S 740/2020 wef 01/09/2020]

“MDES” means the scheme of service applicable to regular servicemen in the military domain experts service;

“member” means a member of the military domain experts service who is a regular serviceman;

“no pay maternity leave” means any no pay leave granted by the Director of Manpower under regulation 9 of the Singapore Armed Forces (Leave) Regulations (Rg 12) to a servicewoman who has been in service for at least 90 days before the date of her confinement, in respect of the birth of her child;

[S 740/2020 wef 01/09/2020]

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“pensionable service” means service in the Singapore Armed Forces in respect of which a pension, gratuity or other allowance will be paid to a serviceman on his retirement under the Singapore Armed Forces (Pensions) Regulations (Rg 9);

“Premium Plan” means the Premium Plan established by the Singapore Armed Forces (Premium Plan) Regulations (Rg 22) made under section 205A of the Act;

“reckonable service” has the meaning assigned to it in Part III;

“regular service” means service under section 19 of the Enlistment Act (Cap. 93);

“Retirement Account” has the same meaning as in the Singapore Armed Forces (SAVER Plan) Regulations (Rg 19);

[Deleted by S 740/2020 wef 01/09/2020]

“SAVER Plan” means the SAVER Plan established by the Singapore Armed Forces (SAVER Plan) Regulations (Rg 19) made under section 205A of the Act;

“SAVER-Premium Fund” means the Savings and Employee Retirement and Premium Fund established under section 205B of the Act;

“Savings Account” has the same meaning as in the Singapore Armed Forces (SAVER Plan) Regulations (Rg 19);

“stipulated retirement age”, in relation to a member, means the stipulated retirement age of that member determined in accordance with regulation 10;

[S 237/2012 wef 01/06/2012]

“superior commander” has the same meaning as in section 60 of the Act;

“Tribunal” means the Awards Appeal Tribunal appointed under regulation 4(1);

“vested sum” has the same meaning as in the Singapore Armed Forces (SAVER Plan) Regulations (Rg 19);

“volunteer” means a volunteer defined as such under the Singapore Armed Forces (Volunteers) Regulations (Rg 7), whilst engaged in colour training service and internal security duties.

(1A) For the purposes of these Regulations, an injury is not attributable to service by reason only of the injury having been received while on duty, at a place of duty or on any land, premises, vehicle, ship or aircraft for the time being used by or for the purposes of the Singapore Armed Forces.

[S 740/2020 wef 01/09/2020]

(2) For the purposes of these Regulations, any reference to the gross salary or compensation salary of any member shall be the gross salary or compensation salary, as the case may be, last drawn by the member at the material time.

PART II

GENERAL PROVISIONS

Administration of these Regulations

3.—(1) These Regulations shall be administered by Awards Officers appointed under paragraph (2) or such other body or person as the Armed Forces Council may appoint.

(2) The Armed Forces Council may appoint one or more Awards Officers to assess, award or review awards and allowances granted or to be granted under these Regulations, and may give such directions as it thinks fit to any such Awards Officer in the discharge of his duties.

(3) The Armed Forces Council may, for the purposes of these Regulations, appoint one or more medical boards, either generally or for particular cases, each comprising not less than 2 medical practitioners, one of whom shall be a medical officer of the Singapore Armed Forces.

(4) An award granted or made to or in respect of any member under Parts IV and V may, notwithstanding the provisions of these Regulations, be administered by an Awards Officer for the benefit of any person, subject to the directions of the Armed Forces Council, if —

- (a) the person has not attained the age of 21 years;
- (b) the person is, in the opinion of the Armed Forces Council, incapable of managing his own affairs by reason of mental infirmity; or
- (c) in any other case, the Armed Forces Council considers that is in the interests of the person that the award should be so administered.

(5) An award which is being administered under this regulation may, as to the whole or such part thereof and at such times as the Armed Forces Council thinks fit, be —

- (a) applied for the benefit of the person to or in respect of whom it has been granted or made; or
- (b) paid to any person whom the Armed Forces Council considers a fit and appropriate person so to apply the same, and any moneys so paid shall be regarded as applied for the benefit of the person to or in respect of whom it has been granted or made.

Awards Appeal Tribunal

4.—(1) For the purposes of these Regulations, the Armed Forces Council may appoint an Awards Appeal Tribunal which shall consist of not less than 3 members.

(2) The Tribunal shall have power to vary any award made under these Regulations (other than an award to which regulation 5 relates), whether by increasing or decreasing that award, and the decision of the Tribunal thereon shall be final and conclusive.

(3) The Tribunal shall have power —

- (a) to call for any document relating to the appellant's service from an Officer-in-charge of Records;
- (b) to order the appellant to undergo a medical examination by a medical officer to be appointed by the Tribunal in any particular case; and
- (c) to certify to an Officer-in-charge of Records any reasonable travelling and other expenses which may have been incurred by any person in appearing before the Tribunal or before any medical officer appointed to make a medical examination of that person under this regulation.

(4) Every appellant shall have the right to appear before the Tribunal in person, or by a representative, but the Tribunal may hear and determine any appeal in the absence of the appellant.

(5) Every appeal under this regulation shall be brought within 12 months of the date on which the decision of an Awards Officer is notified to the appellant, but the Tribunal may allow an appeal to be brought after the expiration of the period limited by this regulation if it considers that there was a reasonable excuse for the delay.

Compensation Board

5.—(1) For the purposes of these Regulations, the Armed Forces Council may appoint a Compensation Board which shall consist of not less than 4 members.

(2) The Compensation Board shall have power to make an award or vary any award made by an Awards Officer in respect of the death or disablement of a member, whether by increasing or decreasing that award, and the decision of the Compensation Board thereon shall be final and conclusive.

(3) The Compensation Board shall have power —

- (a) to call for any document relating to the appellant's service from an Officer-in-charge of Records;
- (b) to order the appellant to undergo a medical examination by a medical officer to be appointed by the Compensation Board in any particular case; and
- (c) to certify to an Officer-in-charge of Records any reasonable travelling and other expenses which may have been incurred by any person in appearing before the Compensation Board or before any medical officer appointed to make a medical examination of that person under this regulation.

(4) Every appellant shall have the right to appear before the Compensation Board in person, or by a representative, but the Compensation Board may hear and determine any appeal in the absence of the appellant.

(5) Every appeal under this regulation shall be brought within 12 months of the date on which the decision of an Awards Officer is notified to the appellant, but the Compensation Board may allow an appeal to be brought after the expiration of the period limited by the

regulation if it considers that there was a reasonable excuse for the delay.

Failure to draw award

6.—(1) Where a member fails for a continuous period of not less than 12 months to draw any award under these Regulations, the award may be cancelled and any payment of any arrears may be withheld.

(2) The Armed Forces Council may, in any particular case, restore the award and pay the arrears either in whole or in part.

Arrears

7. Except in so far as the Armed Forces Council may otherwise direct with respect to any particular case or class of cases, payment of any award under these Regulations shall not be made in respect of any period preceding the date of the application or appeal as a result of which the claim to the award or to the continuance or resumption of the payment of the award, as the case may be, is accepted.

PART III

RECKONABLE SERVICE, RETIREMENT, RESIGNATION, ETC.

[S 740/2020 wef 01/09/2020]

Reckonable service

8.—(1) For the purposes of these Regulations, the following periods of service shall be regarded as reckonable service:

- (a) any period during which the member is a military expert, an officer or a soldier in regular service on full pay in the Singapore Armed Forces;
- (b) any period of full-time national service which has been rendered by the member prior to his enlistment as a military expert in the regular service of the Singapore Armed Forces;
- (c) any period of service as a mobilised volunteer or national serviceman in the People's Defence Force which qualifies the member for an award of a pension under the Pensions

Act (Cap. 225) and which is converted on a one-for-one basis to regular service under these Regulations upon the member being absorbed into the regular service of the Singapore Armed Forces;

- (d) any period of mobilised service as a volunteer or national serviceman in the People's Defence Force which is rendered by the member immediately prior to his absorption into the regular service, if that service had not been regarded as regular service under sub-paragraph (c);
- (e) where the member is seconded to the Singapore Armed Forces, any period of service rendered immediately prior to his secondment which qualifies the member for the award of a pension in the Government or in any statutory body, and which is converted on a one-for-one basis to regular service under these Regulations on his absorption into the regular service as a military expert;
- (f) any period of service on secondment to the Singapore Armed Forces of the member which is rendered immediately prior to his absorption into the regular service as a military expert, if that service has not been regarded as regular service under sub-paragraph (e);
- (g) any period of service which the member has rendered on contract in the Singapore Armed Forces prior to his conversion to the regular service;
- (h) any period of service in any other armed forces which the Armed Forces Council may allow to be regarded as reckonable service, subject to such conditions as the Armed Forces Council may impose;
- (i) any period of confinement as a prisoner of war;
- (j) any period of pensionable service in the Government of the member which is rendered immediately prior to his absorption into the regular service of the Singapore Armed Forces and which is converted on a one-for-one basis to regular service under these Regulations, if that member had been a full-time national serviceman;

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- (k) any period during which the member has been absent from duty on leave with half-pay;
 - (ka) any period of no pay maternity leave;
[S 740/2020 wef 01/09/2020]
 - (l) any period of part-time regular service, but to be counted on the basis of the proportion the part-time regular service bears to full-time regular service over the same period;
 - (m) any period of service in the Government of the member which is rendered immediately prior to his absorption into the regular service of the Singapore Armed Forces and which the Armed Forces Council has determined shall be regarded as regular service under these Regulations, subject to such conditions as the Armed Forces Council may impose; and
 - (n) any period of service other than in the Government which the Armed Forces Council has determined shall be regarded as regular service under these Regulations, subject to such conditions as the Armed Forces Council may impose.

(2) Where a member to whom sub-paragraph (d) or (f) of paragraph (1) applies has received a gratuity in respect of the service referred to in the applicable sub-paragraph, the Armed Forces Council shall, as a condition of allowing such service to be regarded as reckonable service under these Regulations, require the member to repay the gratuity to the Government either in a lump sum or otherwise, and in default of such repayment, the previous service shall not be regarded as reckonable service.

(3) In respect of any such service on or after 1st April 1972, the amount of contributions to the Central Provident Fund or any approved fund to be repaid to the Government shall exclude the amount so paid on account of the member with respect to such service if he was in the regular service or an equivalent amount if he was not in the regular service.

Service not counted as reckonable service

9.—(1) Notwithstanding regulation 8, the following periods of service shall not be regarded as reckonable service under these Regulations:

- (a) any period of service forfeited by sentence of a subordinate military court or superior commander or as a result of a decision of the Military Court of Appeal or a review of the Armed Forces Council, other than service forfeited for the purposes of promotion, in accordance with the provisions of the Act or any other written law for the time being in force;
 - (b) the whole period of absence without leave;
 - (c) the whole period of desertion;
 - (d) the whole period of detention, special detention or imprisonment while undergoing a sentence awarded by a subordinate military court, the Military Court of Appeal or a disciplinary officer;
 - (e) the whole period of imprisonment or detention as a result of his conviction on a charge by a civil court;
 - (f) the whole period of remand, custody, confinement, detention, open arrest, close arrest or suspension from duty while waiting for trial by the civil authority or military authority on a charge of which the member is subsequently convicted, if during the period he has received no pay;
 - (g) the whole period in which pay is forfeited;
 - (h) the whole period of leave of absence without pay granted to a member (except for the whole period of no pay maternity leave); and
- [S 740/2020 wef 01/09/2020]*
- (i) the whole period of study leave sponsored by the Government.

(2) Notwithstanding paragraph (1), the Armed Forces Council may regard as reckonable service all or part of such period of service in paragraph (1) as it thinks fit.

Stipulated retirement age

10. A member shall be required to retire at the age appropriate to his rank, whether he has been confirmed in that rank or not, as follows:

- (a) ME3 and above at 60 years; and
- (b) ME2 and below at 50 years.

Retirement and resignation

11.—(1) It shall be lawful for the Armed Forces Council to require or permit, as the case may be, a member to retire —

- (a) if he has attained the stipulated retirement age;
[S 237/2012 wef 01/06/2012]
- (b) if he is considered to be unsuitable, such unsuitability being due to —
 - (i) causes not within his control; or
 - (ii) causes within his control that do not amount to misconduct;
- (c) on a certificate from his commanding officer, and on medical evidence to the satisfaction of the Armed Forces Council, that the member is incapable, by reason of infirmity of mind or body, of discharging his duties and that such infirmity is likely to be permanent;
- (d) if his retirement is considered by the Armed Forces Council to be desirable in the public interest, having regard to the conditions and needs of the armed forces and the usefulness of the member thereto;
- (e) where the Armed Forces Council considers that he has made outstanding contributions to the Singapore Armed Forces and that he should retire as part of the process of leadership renewal in the Singapore Armed Forces;
- (f) where such member has been superseded for further promotion;

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- (g) if he requests the permission of the Armed Forces Council to retire in circumstances not covered in the preceding sub-paragraphs; or
 - (h) if his retirement is considered by the Armed Forces Council to be necessary —
 - (i) due to the abolition of his office; or
 - (ii) for the purpose of facilitating improvement in the organisation of the department to which the member belongs by which greater efficiency or economy may be effected.

(2) Where a member retires or is required to retire from the Singapore Armed Forces on either of the grounds specified in paragraph (1)(h), the member may be awarded one month's consolidated salary (based on his last drawn salary, excluding any bonus or allowance) for each year of his reckonable service, and a proportionate sum thereof for any complete month, capped at 25 years, subject to such conditions as the Armed Forces Council may, by General Order, impose.

(3) Where a member retires or is required to retire from the Singapore Armed Forces on any ground specified in paragraph (1), or resigns from the Singapore Armed Forces, and he is liable to render national service, the proper authority may —

- (a) transfer him from the military domain experts service to any other uniformed service for the purposes of his liability to render national service; and
- (b) determine the rank which he will assume upon the transfer.

Transfer after first enlistment, etc., in military domain experts service

11A. The proper authority may transfer a serviceman who first enlists for regular service, or serves under a contract of service, in the military domain experts service, from the military domain experts service to any other uniformed service.

[S 740/2020 wef 01/09/2020]

PART IV

AWARDS IN RESPECT OF DEATH

Death in service

12.—(1) Except as otherwise provided in paragraphs (2) and (3), where a member dies while he is in the regular service of the Singapore Armed Forces, there shall be paid to such of his dependants as the Armed Forces Council may think fit or, if there are no dependants, to his personal representatives, the greater in quantum of the following:

- (a) an amount equal to the benefits that would have been payable to him under the MDES at the date of his death; or
- (b) a sum equal to his annual compensation salary.

(2) Where a member dies while he is in the regular service of the Singapore Armed Forces, and he is a member of the SAVER Plan, there shall be paid to such of his dependants as the Armed Forces Council thinks fit or, if there are no dependants, to his personal representatives —

- (a) in any case where he was in the pensionable service immediately before his conversion to the SAVER Plan, and the conversion took place on 1st April 1998, the greatest in quantum of the following:
 - (i) all moneys standing to his credit in his Savings Account, Retirement Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death;
 - (ii) an amount equal to the benefits that would have been payable to him under the Singapore Armed Forces (Pensions) Regulations (Rg 9), if he had remained in the pensionable service at the date of his death; or
 - (iii) a sum equal to his annual compensation salary; or

(b) in any other case, the greater in quantum of the following:

- (i) all moneys standing to his credit in his Savings Account, Retirement Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death; or
- (ii) a sum equal to his annual compensation salary.

(3) Where a member dies while he is in the regular service of the Singapore Armed Forces, and he is a member of the Premium Plan, there shall be paid to such of his dependants as the Armed Forces Council thinks fit or, if there are no dependants, to his personal representatives —

(a) in any case where the member was in the pensionable service immediately before his conversion to the Premium Plan, the greatest in quantum of the following:

- (i) all moneys standing to his credit in his CARE Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death;
- (ii) an amount equal to the benefits that would have been payable to him under the Singapore Armed Forces (Pensions) Regulations (Rg 9), if he had remained in the pensionable service at the date of his death; or
- (iii) a sum equal to his annual compensation salary; or

(b) in any other case, the greater in quantum of the following:

- (i) all moneys standing to his credit in his CARE Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death; or
- (ii) a sum equal to his annual compensation salary.

(4) Notwithstanding paragraphs (1), (2) and (3), where a member dies in disgrace, or where his death is attributable to his misconduct or

negligence, is due to reasons within his own control or resulted from deliberate self-injury or the deliberate aggravation of an accidental injury, the Armed Forces Council may —

- (a) refuse payment of the applicable amount specified in paragraph (1), (2) or (3); or
- (b) authorise payment of the applicable amount at such a reduced rate as it may think fit after having regard to all the circumstances of the case, and forfeit of the balance.

Awards where member dies of injury received in and which is attributable to service

13.—(1) Where a member dies as a result of any injury received in and which is attributable to service, the Armed Forces Council may pay to his dependants or personal representatives —

- (a) compensation calculated in accordance with paragraph 1 of the First Schedule to the Work Injury Compensation Act 2019 (Act 27 of 2019) as if the member were an employee under that Act; and

[S 740/2020 wef 01/09/2020]

- (b) the greatest in quantum of the following:
 - (i) an amount equal to the benefits that would have been payable to him under the MDES at the date of his death;
 - (ii) if the member is a member of the SAVER Plan —
 - (A) in any case where he was in the pensionable service immediately before his conversion to the SAVER Plan, and the conversion took place on 1st April 1998, the greater in quantum of the following:
 - (AA) all moneys standing to his credit in his Savings Account, Retirement Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death;

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- (AB) an amount equal to the benefits that would have been payable to him under the Singapore Armed Forces (Pensions) Regulations (Rg 9), if he had remained in the pensionable service at the date of his death; or
 - (B) in any other case, all moneys standing to his credit in his Savings Account, Retirement Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death;
- (iii) if the member is a member of the Premium Plan —
- (A) in any case where he was in the pensionable service immediately before his conversion to the Premium Plan, the greater in quantum of the following:
 - (AA) all moneys standing to his credit in his CARE Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death; or
 - (AB) an amount equal to the benefits that would have been payable to him under the Singapore Armed Forces (Pensions) Regulations (Rg 9), if he had remained in the pensionable service at the date of his death; or
 - (B) in any other case, all moneys standing to his credit in his CARE Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his death; or
- (iv) 12 months of the compensation salary of the member at the date of his death.
- (2) There may be paid, in addition to the total sum under paragraph (1), a special award of a sum to be determined by the

Armed Forces Council if, in the opinion of the Armed Forces Council, the injury was received by the member in the course of military operations or training.

(3) There may be paid, in addition to the total sum under paragraph (1) and, where applicable, paragraph (2), an additional award to be determined by the Armed Forces Council (having regard to the principles on which a claim for damages would be determined in the civil courts) if, in the opinion of the Armed Forces Council, the injury was received under exceptional circumstances or while the member was rendering service beyond the call of duty.

(4) Where a member's death is caused as a result of the aggravation by service of an adverse medical condition that —

- (a) existed in him before service; or
- (b) had arisen during, but which was not attributable to, service,

and the death occurred within 7 years after the aggravation of such medical condition, the amount of compensation payable to his dependants or personal representatives, as the case may be, may be equal to 50% of the compensation payable under paragraph (1)(a), and 50% of any award payable under paragraph (2) or (3), had his death occurred as a result of an injury received in and which is attributable to service.

[S 740/2020 wef 01/09/2020]

PART V

AWARDS IN RESPECT OF DISABLEMENT

Chapter 1

Quantum

Award for disability due to injury received in and which is attributable to service

14.—(1) Subject to regulation 31 and except as otherwise provided in paragraphs (2) and (3), where a member is disabled from an injury received in and which is attributable to service, not being a minor injury specified in the First Schedule, and the member has, as a result

of his disablement, retired on any of the grounds referred to in regulation 11(1), the Armed Forces Council may pay to the member an award comprising —

- (a) compensation calculated in accordance with paragraph 2 of the First Schedule to the Work Injury Compensation Act 2019 as if the member were an employee under that Act; and

[S 740/2020 wef 01/09/2020]

- (b) the greater in quantum of the following:

- (i) an amount equal to the benefits that would have been payable to him under the MDES at the date of his retirement; or
- (ii) 12 months of his compensation salary at the date of his retirement.

(2) Subject to regulation 31, where a member who is a member of the SAVER Plan is disabled from an injury received in and which is attributable to service, not being a minor injury specified in the First Schedule, and the member has, as a result of his disablement, retired on any of the grounds referred to in regulation 11(1), the Armed Forces Council may pay to the member an award comprising —

- (a) compensation calculated in accordance with paragraph 2 of the First Schedule to the Work Injury Compensation Act 2019 as if the member were an employee under that Act; and

[S 740/2020 wef 01/09/2020]

- (b) such of the following as may be applicable:

- (i) in any case where he was in the pensionable service immediately before his conversion to the SAVER Plan, and the conversion took place on 1st April 1998, the greatest in quantum of the following:

- (A) all moneys standing to his credit in his Savings Account, Retirement Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to

him under the MDES, at the date of his retirement;

(B) an amount equal to the benefits that would have been payable to him under the Singapore Armed Forces (Pensions) Regulations (Rg 9) if he had remained in the pensionable service at the date of his retirement; or

(C) 12 months of his compensation salary at the date of his retirement; or

(ii) in any other case, the greater in quantum of the following:

(A) all moneys standing to his credit in his Savings Account, Retirement Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his retirement; or

(B) 12 months of his compensation salary at the date of his retirement.

(3) Subject to regulation 31, where a member who is a member of the Premium Plan is disabled from an injury received in and which is attributable to service, not being a minor injury specified in the First Schedule, and the member has, as a result of his disablement, retired on any of the grounds referred to in regulation 11(1), the Armed Forces Council may pay to the member an award comprising —

(a) compensation calculated in accordance with paragraph 2 of the First Schedule to the Work Injury Compensation Act 2019 as if the member were an employee under that Act; and

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(b) such of the following as may be applicable:

(i) in any case where he was in the pensionable service immediately before his conversion to the Premium Plan, the greatest in quantum of the following:

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- (A) all moneys standing to his credit in his CARE Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his retirement;
 - (B) an amount equal to the benefits that would have been payable to him under the Singapore Armed Forces (Pensions) Regulations (Rg 9) if he had remained in the pensionable service at the date of his retirement; or
 - (C) 12 months of his compensation salary at the date of his retirement; or
- (ii) in any other case, the greater in quantum of the following:
- (A) all moneys standing to his credit in his CARE Account and CPF Top-Up Account, together with an amount equal to the benefits that would have been payable to him under the MDES, at the date of his retirement; or
 - (B) 12 months of his compensation salary at the date of his retirement.

(4) For the purposes of an award in respect of disablement (which may be made provisionally or upon any other basis), the degree of such disablement shall be assessed on an interim basis unless the member's condition permits a final determination of the extent, if any, of such disablement.

Award of compensation where disablement does not result in retirement

15.—(1) Subject to regulation 31, where a member is disabled from an injury received in and which is attributable to service, not being a minor injury specified in the First Schedule, and the member does not qualify for an award under regulation 14 because the disablement does not result in his retirement, he shall be awarded compensation calculated in accordance with paragraph 3 of the First Schedule to the

Work Injury Compensation Act 2019 in respect of the injury as if the member were an employee under that Act.

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(2) For the purposes of an award in respect of disablement (which may be made provisionally or upon any other basis), the degree of such disablement shall be assessed on an interim basis unless the member's condition permits a final determination of the extent, if any, of such disablement.

Determination of degrees of disablement

16.—(1) Subject to these Regulations, the degree of the disablement of a member that is attributable to service shall be assessed by making a comparison between the condition of the member as so disabled and the condition of a normal healthy person of the same age, without taking into account the earning capacity of the member in his disabled condition in his own or any other specific trade or occupation, and without taking into account the effect of any individual factors or extraneous circumstances.

(2) Where such disablement is due to more than one injury, a composite assessment of the degree of disablement shall be made by reference to the combined effect of all such injuries.

(3) Except in a case to which the First Schedule applies, the degree of disablement assessed in accordance with paragraphs (1) and (2) shall be certified by way of a percentage, total disablement being represented by 100% (which shall be the maximum assessment) and a lesser degree or partial disablement being represented by such percentage as bears to 100% the same proportion as the lesser degree of disablement bears to total disablement.

(4) Where a disablement of a member who joined the Singapore Armed Forces before 15th March 1991 is due to any injury specified in the Second Schedule or is a disablement so specified, and, in either case, has reached a settled condition, the degree of such disablement shall, in the absence of any special features, be certified for the purposes of these Regulations at the percentage specified in that Schedule as appropriate to that injury or to that disablement.

(5) Where a disablement of a member who joins the Singapore Armed Forces on or after 15th March 1991 is due to any injury specified in the Fourth Schedule to the Work Injury Compensation Act 2019 or is a disablement so specified, and, in either case, has reached a settled condition, the degree of such disablement shall, in the absence of any special features, be certified for the purposes of these Regulations at the percentage equivalent to the percentage of loss of earning capacity specified in that Schedule as appropriate to that injury or to that disablement.

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(6) Where a member has sustained a minor injury specified in the First Schedule, he may be granted an award in accordance with that Schedule, whether his service is terminated or not.

(7) If a member has sustained an injury referred to in paragraph (6) as well as other disablement attributable to service, the degree of which is less than 100%, and a composite assessment of the degree of the disablement from both causes is no higher than the assessment for the other disablement alone, this regulation shall have effect so as to authorise an award under paragraph (6) in respect of the minor injury as well as an award under regulation 14 or 15 in respect of the other disablement.

(8) The degree of disablement certified under this regulation shall be the degree of disablement for the purpose of any award in respect of this Part.

17. *[Deleted by S 740/2020 wef 01/09/2020]*

Chapter 2

Treatment and Rehabilitation

Application of this Chapter

18. Under this Chapter —

- (a) awards may be made where the disablement of a member is attributable to service; and
- (b) any condition applicable to an award under Chapter 1 shall, where appropriate, be applicable to an award under this Chapter.

19. [Deleted by S 740/2020 wef 01/09/2020]

20. [Deleted by S 740/2020 wef 01/09/2020]

21. [Deleted by S 740/2020 wef 01/09/2020]

Medical expenses

22. Any necessary expenses in respect of the medical, surgical or rehabilitative treatment of a member not otherwise provided for may be defrayed by the Armed Forces Council under such conditions and up to such amount as the Council may determine.

Chapter 3

Miscellaneous

Special award in respect of total disability arising from military operations or training

23. Where a member who is eligible for an award under regulation 14 has, in the opinion of the Armed Forces Council, suffered total disability as a result of an injury received in the course of military operations or training, the member may be granted a special award of a sum to be determined by the Armed Forces Council, in addition to the award granted to him under that regulation.

Additional award in respect of total disability arising from exceptional circumstances or service beyond call of duty

24. Where a member who is eligible for an award under regulation 14 has, in the opinion of the Armed Forces Council, suffered total disability as a result of an injury received under exceptional circumstances or while rendering service beyond the call of duty, the member may be granted an additional award to be determined by the Armed Forces Council having regard to the principles on which a claim for damages would be determined in the civil courts, in addition to the award granted to him under regulation 14 and, where applicable, regulation 23.

Award in respect of total disability caused by aggravation of condition

25. Where a member suffers a disability which is determined by the Armed Forces Council to be total disability caused as a result of the aggravation by service of an adverse medical condition that existed in him before service, or that had arisen during but which was not attributable to service, and such total disability occurs within 7 years after the aggravation of such medical condition, the member may be granted compensation equal to —

- (a) 50% of the compensation calculated in accordance with paragraph 2 of the First Schedule to the Work Injury Compensation Act 2019 as if the member were an employee under that Act; and

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- (b) 50% of any award he would have been eligible for under regulation 23 or 24, had his total disability occurred as a result of an injury received in and which is attributable to service (not being a minor injury specified in the First Schedule).

[S 740/2020 wef 01/09/2020]

Award in respect of partial disability

26. Any member who would have been eligible in the case of total disability for any award under regulation 14, 23 or 24 may, if he suffers partial disability, be awarded —

- (a) compensation calculated in accordance with paragraph 3 of the First Schedule to the Work Injury Compensation Act 2019 in respect of the injury received by the member as if the member were an employee under that Act; and

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- (b) such a proportion of any award he would have been eligible for under regulation 23 or 24 as the degree of disablement bears to total disablement.

Award in respect of partial disability caused by aggravation of condition

27. Notwithstanding regulation 26, where a member suffers such partial disability which is determined by the Armed Forces Council to be partial disability caused by aggravation by service of an adverse medical condition that existed in him before service, or that had arisen during but which was not attributable to service, and such partial disability occurs within 7 years after the aggravation of such medical condition, the member shall be eligible for an award equal to 50% of the award he would have been eligible for under regulation 26 had his partial disability occurred as a result of an injury received in and which is attributable to service.

Meaning of “earnings”

28.—(1) For the purposes of calculating under this Part or Part IV compensation calculated in accordance with paragraph 1, 2 or 3 of the First Schedule to the Work Injury Compensation Act 2019 as if a member were an employee under that Act —

- (a) “earnings” means any salary paid and includes —
 - (i) any overtime payment or other special remuneration for work done, whether by way of bonus, allowance or otherwise, if of constant character or for work habitually performed; and
 - (ii) any reimbursement or pay to which the member is entitled or which is payable to him by his employer under section 24 of the Enlistment Act (Cap. 93),but excludes the sums specified in paragraph (2);
- (b) the earnings of a member shall be computed in such a manner as is best calculated to give his true monthly earnings at the date of the injury, subject to sub-paragraphs (c), (d) and (e);
- (c) where the member has been exclusively employed during a continuous period of 12 months or any shorter period immediately preceding the injury, his monthly earnings shall be deemed to be the average amount of his earnings

during those 12 months or that shorter period, as the case may be;

- (d) where the member has been exclusively employed for any period which is less than a month, his monthly earnings shall be deemed to be the earnings he would have received for that month for the work in which he was employed if the injury had not happened; and
- (e) where the earnings of a member determined in accordance with sub-paragraphs (a) and (b) are less than —
 - (i) \$120 a month, in the case of a member who is 18 years of age or above;
 - (ii) \$105 a month, in the case of a member who is below the age of 18 years but is 16 years of age or above; or
 - (iii) \$90 a month, in the case of a member below the age of 16 years,

then in any such case, the monthly earnings of a member who is 18 years of age or above shall be deemed to be \$120, the monthly earnings of a member below the age of 18 years but who is 16 years of age or above shall be deemed to be \$105, and the monthly earnings of a member below the age of 16 years shall be deemed to be \$90.

[S 740/2020 wef 01/09/2020]

(2) The following sums shall not be regarded as “earnings” for the purposes of calculating under this Part or Part IV compensation calculated in accordance with paragraph 1, 2 or 3 of the First Schedule to the Work Injury Compensation Act 2019 as if a member were an employee under that Act:

- (a) any benefit in kind given to a member by the Singapore Armed Forces;
- (b) any travelling allowance;
- (c) the value of any travelling concession;
- (d) any contribution paid by the Singapore Armed Forces towards any pension or provident fund; and

- (e) any sum paid to the member to cover any special expenses incurred by him by reason of the nature of his employment.

[S 740/2020 wef 01/09/2020]

Refusal of treatment

29.—(1) Where it is certified that a member should in his own interest receive medical, surgical or rehabilitative treatment for a disablement in respect of which an award may be or has been awarded to him under this Part, and such member refuses or neglects to receive the treatment, the Armed Forces Council may, if it considers that such refusal or neglect is unreasonable, reduce any award in respect of the member's disablement by such an amount not exceeding one-half of any such award, as it may think fit.

(2) For the purposes of this regulation, any misconduct on the part of the member which, in the opinion of the Armed Forces Council, renders it necessary for any treatment that he is receiving to be discontinued, may be treated as a refusal of the member to receive the treatment.

Review of awards, etc.

30.—(1) Where an Awards Officer makes a final assessment of the degree or nature of the disablement of a member, or a final decision that there is no disablement or that the disablement has come to an end, any award under this Part made on the basis of that final assessment or final decision shall not be reviewed unless —

- (a) in the case of a final assessment, there is a substantial increase in the degree of disablement which is attributable to service;
- (b) in the case of a final decision, there is a substantial degree of disablement which is attributable to service;
- (c) the rate of the award or other grant has been fixed in error at a figure which is not appropriate under these Regulations to the assessment of the degree or nature of the disablement;
- (d) the award of the pension or other grant has been made in error; or

(e) the Awards Officer has reason to believe that the award has been obtained by improper means.

(2) Any award under these Regulations (other than an award made on the basis of a final assessment referred to in paragraph (1)) may, subject to any decision given by the Compensation Board under regulation 5, be reviewed at any time on any of the grounds specified in paragraph (1) or on any other ground which, in the opinion of an Awards Officer, having regard to these Regulations, necessitates its review.

(3) On any review under this regulation, an Awards Officer may —

- (a) continue or vary the award;
- (b) make a fresh award in place of it;
- (c) cancel the award; or
- (d) in the case of a final decision referred to in paragraph (1), make such award as may be appropriate having regard to these Regulations.

Withholding, cancelling or reducing award or compensation

31.—(1) Where a member's injury received in and which is attributable to service has been caused by or contributed to by any gross negligence or misconduct of the member, the Armed Forces Council may withhold, cancel or reduce any award or compensation which may be or has been made under this Part or Part IV.

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(2) The Armed Forces Council may withhold or reduce an award or compensation which may be or has been made under this Part in respect of the disablement of a member —

- (a) if the service of the member is terminated voluntarily; or
- (b) where the disablement is partly or wholly attributable to the default or negligence of the member, or is due to reasons within his control.

PART VI

TRANSFER TO MILITARY DOMAIN EXPERTS SERVICE

Application of this Part

32. This Part shall apply to every serviceman (other than a non-uniformed serviceman) who —

- (a) is serving under a contract and is eligible for a gratuity under the Singapore Armed Forces (Pensions) Regulations (Rg 9); or
- (b) is a member of the SAVER Plan or the Premium Plan.

Proper authority to determine eligibility for transfer to military domain experts service, etc.

33.—(1) The proper authority may —

- (a) identify the servicemen or categories of servicemen who are eligible to be transferred to the military domain experts service; and
- (b) determine the rank which a serviceman will assume upon his transfer to the military domain experts service.

(2) The proper authority may —

- (a) transfer a serviceman who has been transferred to the military domain experts service to any other uniformed service for the purposes of his liability to render national service; and
- (b) determine the rank which the serviceman will assume upon the transfer to the other uniformed service.

Option

34.—(1) A serviceman to whom this Part applies, and who is eligible to be transferred to the military domain experts service, shall be given an option to be transferred to the military domain experts service or to remain in his existing scheme of service.

(2) Where a serviceman exercises an option to be transferred to the military domain experts service, that option shall be irrevocable, but

nothing in this paragraph shall prohibit or prevent the proper authority from subsequently transferring the serviceman to any other uniformed service.

[S 740/2020 wef 01/09/2020]

Preserved benefits for servicemen on contract service

35. Where a serviceman who is serving under a contract, and is eligible for a gratuity under the Singapore Armed Forces (Pensions) Regulations (Rg 9), exercises an option to be transferred to the military domain experts service, he shall continue to be eligible for the gratuity, in accordance with the contract and Chapter 3 of Part III of those Regulations, on and after his transfer to the military domain experts service.

Preserved benefits for servicemen on SAVER Plan

36.—(1) This regulation applies to a serviceman who is a member of the SAVER Plan and who exercises an option to be transferred to the military domain experts service, and who is not subsequently transferred to another uniformed service.

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(2) All contributions to the serviceman's CPF Top-Up Account, Retirement Account and Savings Account under regulation 13(1)(a), (b) and (c), respectively, of the Singapore Armed Forces (SAVER Plan) Regulations (Rg 19) shall cease with effect from the date of his transfer to the military domain experts service.

(3) The Board may, during any financial year, cause to be credited, to the serviceman's accounts in the SAVER-Premium Fund, a dividend out of the net income (as defined in regulation 13(5) of the Singapore Armed Forces (SAVER Plan) Regulations (Rg 19)) and net unrealised profits of the SAVER-Premium Fund for that financial year.

(4) Where the serviceman retires or is required to retire from the Singapore Armed Forces on any ground specified in regulation 11(1), resigns from the Singapore Armed Forces or dies in regular service, the following sums shall vest in him and may be awarded in respect of him:

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- (a) such portion of the money standing to his credit in his Savings Account as is prescribed in the Third Schedule in relation to his length of reckonable service at the date of his retirement, resignation or death, as the case may be; and
 - (b) such portion of the money standing to his credit in his Retirement Account as is prescribed in the Fourth Schedule in relation to his age at the date of his retirement, resignation or death, as the case may be.
- (5) Notwithstanding paragraph (4) —
- (a) where the serviceman retires from the Singapore Armed Forces on the ground specified in regulation 11(1)(b) or (d), the sum vested in the serviceman under paragraph (4) may be reduced to the extent determined by the Armed Forces Council; and
 - (b) where the serviceman retires from the Singapore Armed Forces on the ground specified in regulation 11(1)(c), (e), (g) or (h), the sum vested in the serviceman under paragraph (4) may be increased to the extent and paid in such manner as determined by the Armed Forces Council.
- (6) Notwithstanding paragraph (4), where the serviceman retires from the Singapore Armed Forces on any ground specified in regulation 11(1)(a) to (g), no sum in his Retirement Account shall vest in him unless he has completed not less than 11 years of reckonable service.
- (7) The Board may authorise the payment to the serviceman, or any other person eligible under regulation 38, of the sums vested in the serviceman in accordance with paragraphs (4), (5) and (6).
[S 740/2020 wef 01/09/2020]
- (8) Subject to paragraph (7), the sums vested in the serviceman shall not be withdrawn unless he —
- (a) retires or is required to retire from the Singapore Armed Forces on any of the grounds specified in regulation 11(1);
 - (b) resigns from the Singapore Armed Forces; or
 - (c) dies in regular service.

(9) The Armed Forces Council may, on the application of the serviceman, authorise him to withdraw in advance all or any part of the vested sum in his Savings Account or Retirement Account while he is still in the regular service of the Singapore Armed Forces:

- (a) such portion of the money standing to his credit in his Savings Account as is prescribed in the Third Schedule in relation to his length of reckonable service at the date of the application; and
- (b) such portion of the money standing to his credit in his Retirement Account as is prescribed in the Fourth Schedule in relation to his age at the date of the application.

(10) The Armed Forces Council may, in authorising the serviceman to make any withdrawal in advance under paragraph (9), impose such conditions as it thinks fit, including the interest payable on recovery or refund under paragraph (11) or (12) of the sum so withdrawn.

(11) Without prejudice to paragraph (10), it shall be a condition of every authorisation under paragraph (9) for the serviceman to withdraw in advance all or any part of the vested sum in his Savings Account or Retirement Account that the Armed Forces Council can recover all or part of the vested sum so withdrawn (together with interest), if it is shown that the authorisation was obtained by wilful suppression of material facts or in ignorance of facts which, had they been known before the serviceman retired or resigned or was dismissed or before the granting of such authorisation, would have justified —

- (a) his discharge on any ground specified in regulation 17 or 18 of the Enlistment Regulations (Cap. 93, Rg 1); or
- (b) his conviction of any offence by a subordinate military court or the Military Court of Appeal on appeal or by any civil court.

(12) Where the serviceman is authorised under paragraph (9) to withdraw in advance all or any part of the vested sum in his Savings Account or Retirement Account, and he is subsequently to be —

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- (a) discharged on any ground specified in regulation 17 or 18 of the Enlistment Regulations (Cap. 93, Rg 1);
 - (b) discharged with ignominy; or
 - (c) dismissed as a result of the sentence of a subordinate military court or the Military Court of Appeal or a sentence substituted by the Armed Forces Council,

the serviceman may be required by the Armed Forces Council to first refund all or part of the vested sum so withdrawn together with interest.

(13) Any sum that is recoverable under paragraph (11) or is to be refunded under paragraph (12), together with the interest thereon, shall be recoverable as a debt due to the Government and may be offset against any other sum payable by the Government to the serviceman under these Regulations.

(14) Notwithstanding paragraph (4), where the serviceman is —

- (a) discharged on any ground specified in regulation 17 or 18 of the Enlistment Regulations (Cap. 93, Rg 1);
- (b) discharged with ignominy; or
- (c) dismissed as a result of the sentence of a subordinate military court or the Military Court of Appeal or a sentence substituted by the Armed Forces Council,

the Armed Forces Council may forfeit all or any of the sums vested in the serviceman under that paragraph if the serviceman had, on the date of his discharge or dismissal, retired from the Singapore Armed Forces on any ground specified in regulation 11(1).

(15) Where the serviceman —

- (a) retires or is required to retire from the Singapore Armed Forces on any ground specified in regulation 11(1);
- (b) resigns from the Singapore Armed Forces;
- (c) dies in regular service; or
- (d) is discharged or dismissed in any circumstances specified in paragraph (14),

his Savings Account and Retirement Account shall be closed with effect from the date of his retirement, resignation, death, discharge or dismissal, as the case may be.

(16) The Board shall credit to the Forfeiture Account of the SAVER-Premium Fund any balance of the moneys in the serviceman's closed Savings Account and Retirement Account after the sums allowed to be withdrawn under this regulation have been paid.

(17) The Board shall transfer the money standing to the credit of the serviceman in his CPF Top-Up Account to the Central Provident Fund Board, to the credit of his account in the Central Provident Fund, and his CPF Top-Up Account shall be closed, when any of the following occurs:

- (a) he retires or is required to retire from the Singapore Armed Forces on any ground specified in regulation 11(1);
- (b) he resigns from the Singapore Armed Forces;
- (c) he dies in regular service;
- (d) he is discharged or dismissed in any circumstances specified in paragraph (14); or
- (e) if there is no money standing to his credit in his Retirement Account, he has completed 10 years of reckonable service.

(18) Where the total amount standing to the credit of the serviceman in his account in the Central Provident Fund after the transfer of the money under paragraph (17) is less than the retirement sum referred to in section 15(6)(a) of the Central Provident Fund Act (Cap. 36), the deficiency in his account in the Central Provident Fund shall be met out of the vested sum in his Retirement Account in the SAVER-Premium Fund.

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(19) The serviceman may be granted post-retirement benefits based on the medical schemes applicable to him prior to his retirement on such terms and conditions as the Armed Forces Council may, by General Order, decide —

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- (a) where the serviceman is transferred to the military domain experts service on 1st April 2010, if he —
 - (i) retires on or after attaining the age of 40 years; and
 - (ii) has completed not less than 10 years of reckonable service; or
 - (b) where the serviceman is transferred to the military domain experts service after 1st April 2010, if, prior to the transfer, he —
 - (i) has attained the age of 40 years; and
 - (ii) has completed not less than 10 years of reckonable service.

Preserved benefits for servicemen on Premium Plan

37.—(1) This regulation applies to a serviceman who is a member of the Premium Plan and who exercises an option to be transferred to the military domain experts service, and who is not subsequently transferred to another uniformed service.

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(2) Subject to paragraph (3), all contributions to the serviceman's CPF Top-Up Account and CARE Account under regulation 12(1)(a), (b), (ba), (c) or (ca) of the Singapore Armed Forces (Premium Plan) Regulations (Rg 22) shall cease with effect from the date of his transfer to the military domain experts service.

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(3) Where the serviceman is transferred to the military domain experts service on or after 1 April 2010, the Board must cause to be credited to his CARE Account —

- (a) any CARE Initial Quantum which he would have been granted on or after 1 April 2010 but for the transfer; and
- (b) a sum equivalent to 2 months of his gross salary as at the date of his transfer, when all of the following conditions are satisfied:
 - (i) the serviceman was a soldier in a combat vocation immediately before that date;

- (ii) the serviceman had attained the rank of Warrant Officer immediately before that date, or would have attained such rank on that date but for the transfer;
- (iii) the serviceman has completed at least 12 years of reckonable service (whether as a soldier or in the military domain experts service).

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(4) The Board may, during any financial year, cause to be credited, to the serviceman's accounts in the SAVER-Premium Fund, a dividend out of the net income (as defined in regulation 12(5) of the Singapore Armed Forces (Premium Plan) Regulations (Rg 22)) and net unrealised profits of the SAVER-Premium Fund for that financial year.

(5) Where the serviceman retires or is required to retire from the Singapore Armed Forces on any ground specified in regulation 11(1), resigns from the Singapore Armed Forces or dies in regular service, such portion of the money standing to his credit in his CARE Account as is prescribed in the Fifth Schedule in relation to his age at the date of his retirement, resignation or death, as the case may be, shall vest in him and may be awarded in respect of him.

(6) Notwithstanding paragraph (5) —

- (a) where the serviceman retires from the Singapore Armed Forces on the ground specified in regulation 11(1)(b) or (d), the sum vested in the serviceman under paragraph (5) may be reduced to the extent determined by the Armed Forces Council; and
- (b) where the serviceman retires from the Singapore Armed Forces on the ground specified in regulation 11(1)(c), (e), (g) or (h), the sum vested in the serviceman under paragraph (5) may be increased to the extent and paid in such manner as determined by the Armed Forces Council.

(7) Notwithstanding paragraph (5), where the serviceman retires from the Singapore Armed Forces on any ground specified in regulation 11(1)(a), (b), (d), (e), (f) or (g) —

- (a) in a case of a serviceman who became a member of the Premium Plan before 1 April 2010, no sum in the serviceman's CARE Account vests in him unless he has completed at least 15 complete years of reckonable service;

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- (aa) in a case of a serviceman who became a member of the Premium Plan on or after 1 April 2010, no sum in the serviceman's CARE Account vests in him unless he has completed at least 12 complete years of reckonable service; and

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- (b) no sum in his CPF Top-Up Account shall vest unless he has completed not less than 6 complete years of reckonable service.

(8) The Board may authorise the payment to the serviceman, or any other person eligible under regulation 38, of the sum vested in the serviceman in accordance with paragraphs (5), (6) and (7)(a) and (aa).

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(9) The sums vested in the serviceman shall not be withdrawn unless he —

- (a) retires or is required to retire from the Singapore Armed Forces on any of the grounds specified in regulation 11(1);
- (b) resigns from the Singapore Armed Forces; or
- (c) dies in regular service.

(10) Notwithstanding paragraph (4), where the serviceman —

- (a) is discharged on any ground specified in regulation 17 or 18 of the Enlistment Regulations (Cap. 93, Rg 1);
- (b) is discharged with ignominy;
- (c) is dismissed as a result of the sentence of a subordinate military court or the Military Court of Appeal or a sentence substituted by the Armed Forces Council; or

- (d) is on probation, and has his service with the Singapore Armed Forces terminated at or before the end of the period of probation,

the Armed Forces Council may forfeit all or any of the sums vested in the serviceman under that paragraph if the serviceman had, on the date of his discharge or dismissal, or of the termination of his service, retired from the Singapore Armed Forces on any ground specified in regulation 11(1).

(11) Where the serviceman —

- (a) retires or is required to retire from the Singapore Armed Forces on any ground specified in regulation 11(1);
- (b) resigns from the Singapore Armed Forces;
- (c) dies in regular service; or
- (d) is discharged or dismissed, or has his service with the Singapore Armed Forces terminated, in any circumstances specified in paragraph (10),

his CARE Account shall be closed with effect from the date of his retirement, resignation, death, discharge or dismissal or of the termination of his service, as the case may be.

(12) The Board shall credit to the Forfeiture Account of the SAVER-Premium Fund any balance of the moneys in the serviceman's closed CARE Account after the sum allowed to be withdrawn under this regulation has been paid.

(13) Subject to paragraphs (7)(b) and (15), the Board shall transfer the money standing to the credit of the serviceman in his CPF Top-Up Account to the Central Provident Fund Board, to the credit of his account in the Central Provident Fund, and his CPF Top-Up Account shall be closed, when any of the following occurs:

- (a) he retires or is required to retire from the Singapore Armed Forces on any ground specified in regulation 11(1);
- (b) he resigns from the Singapore Armed Forces;
- (c) he dies in regular service;

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- (d) he is discharged or dismissed, or has his service with the Singapore Armed Forces terminated, in any circumstances specified in paragraph (10); or
 - (e) if there is no money standing to his credit in his CARE Account, when the later of the following occurs:
 - (i) he is transferred to the military domain experts service;
 - (ii) he has completed 6 years of reckonable service.

(14) Where the total amount standing to the credit of the serviceman in his account in the Central Provident Fund after the transfer of the money under paragraph (13) is less than the retirement sum referred to in section 15(6)(a) of the Central Provident Fund Act (Cap. 36), the deficiency in his account in the Central Provident Fund shall be met out of the vested sum in his CARE Account in the SAVER-Premium Fund.

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(15) Where the serviceman retires from the Singapore Armed Forces on any ground specified in regulation 11(1)(a), (b), (d), (e), (f) or (g), and he has completed less than 6 complete years of reckonable service —

- (a) his CPF Top-Up Account shall be closed with effect from the date of his retirement; and
- (b) the Board shall credit to the Forfeiture Account of the SAVER-Premium Fund any balance of the moneys in the serviceman's closed CPF Top-Up Account.

(16) Where the serviceman is enlisted for regular service before 1st April 2010 and is transferred to the military domain experts service without having completed 10 years of reckonable service, he may, after completing 10 years of reckonable service, be granted such part of the START benefit referred to in regulation 13(1) of the Singapore Armed Forces (Premium Plan) Regulations (Rg 22) under such conditions as the Armed Forces Council may, by General Order, impose.

(17) Where the serviceman was in the pensionable service in the Government immediately prior to his conversion to the Premium Plan

on 31st March 2000, and the serviceman has completed such period of reckonable service with the Singapore Armed Forces as the Armed Forces Council may determine, the serviceman may be granted post-retirement benefits based on the medical schemes prior to his retirement on such terms and conditions as the Armed Forces Council may, by General Order, decide —

- (a) where the serviceman is transferred to the military domain experts service on 1st April 2010, if he —
 - (i) is a soldier of or below the rank of Master Sergeant immediately before the transfer, and retires on or after attaining 35 years of age; or
 - (ii) is a Warrant Officer immediately before the transfer, and retires on or after attaining 40 years of age; or
- (b) where the serviceman is transferred to the military domain experts service after 1st April 2010, if, immediately before the transfer, he —
 - (i) has attained the age of 35 years and is a soldier of or below the rank of Master Sergeant; or
 - (ii) has attained the age of 40 years and is a Warrant Officer.

Persons authorised to withdraw

38.—(1) Subject to paragraph (2), the following persons shall be entitled to withdraw the sums standing to the credit of a serviceman in the SAVER-Premium Fund which are payable under these Regulations in respect of the serviceman, where the serviceman retires from the Singapore Armed Forces on any ground specified in regulation 11(1) or resigns from the Singapore Armed Forces:

- (a) the serviceman; or
- (b) where the serviceman lacks capacity within the meaning of section 4 of the Mental Capacity Act 2008 (Act 22 of 2008) —
 - (i) a deputy appointed or deemed to be appointed for the serviceman by the court under that Act with power in

relation to the serviceman for the purposes of these Regulations, who makes an application for such withdrawal; or

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- (ii) a donee under a lasting power of attorney registered under that Act with power in relation to the serviceman for the purposes of these Regulations, who makes an application for such withdrawal.

[S 740/2020 wef 01/09/2020]

[S 740/2020 wef 01/09/2020]

(2) After the death of a serviceman, the personal representative of the serviceman shall be entitled to apply to withdraw the sums standing to the credit of the serviceman in the SAVER-Premium Fund which are payable under these Regulations in respect of the serviceman.

Authorisation of withdrawals

39.—(1) Where a withdrawal from any Retirement Account, Savings Account or CARE Account in the SAVER-Premium Fund has been authorised in favour of any person under regulation 36(7) or 38, the Board shall —

- (a) on the written instruction of that person, credit the amount authorised to be withdrawn to his bank account; or
- (b) open a savings account with a bank in the name of that person and credit the amount authorised to be withdrawn to that bank account.

(2) Payment may also be made by the Board in such other manner as the Board shall see fit in any particular case or class of cases.

Unclaimed moneys

40.—(1) Where the accounts of any serviceman in the SAVER-Premium Fund have been closed, and no person authorised to withdraw the moneys in those accounts under regulation 38 has applied to so withdraw within 12 months of the date of such closure, such amount shall be accounted for as unclaimed and shall be transferred to the Forfeiture Account of the SAVER-Premium Fund.

(2) Where any amount has been transferred to the Forfeiture Account under paragraph (1), the Board shall, upon the application of any person eligible to the whole or part of the amount, authorise withdrawal by that person of the amount due to the applicant as if it had not been transferred out of the serviceman's account.

Power to dispense with probate

41.—(1) Where a serviceman to whom any payment could have been made from his Retirement Account, Savings Account or CARE Account under these Regulations before his death dies before the payment is made, and the amount unpaid does not exceed \$500, the amount so unpaid may be —

- (a) paid to the personal representatives of the deceased serviceman without probate or other proof of title; or
- (b) paid or distributed to or among the persons appearing to the Board to be the persons beneficially entitled to the personal estate of the deceased serviceman, or any of them.

(2) In determining the amount to be paid or distributed under paragraph (1), the Board may have regard to any payments made or expenses incurred by any such person for or on account of the funeral of the deceased serviceman.

FIRST SCHEDULE

Regulations 14(1), (2) and (3), 15(1),
16(3) and (6) and 25(b)

AMOUNTS PAYABLE FOR SPECIFIED MINOR INJURIES

Description of Injury

For the loss of —

(1) Fingers:

(a) R or L index finger —

Guillotine amputation of tip without loss of bone	\$470
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(b) R or L middle finger —

Guillotine amputation of tip without loss of bone	\$380
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(c) R or L ring or little finger —

FIRST SCHEDULE — *continued*

Guillotine amputation of tip without loss of bone	\$240
(2) Toes:	
(a) R or L great toe —	
part, with some loss of bone	\$320
(b) R or L	
(i) 1 other toe —	
part, with some loss of bone	\$160
(ii) 2 toes, excluding great toe —	
part, with some loss of bone	\$240
(iii) 3 toes, excluding great toe —	
part, with some loss of bone	\$320
(iv) 4 toes, excluding great toe —	
part, with some loss of bone	\$320.

SECOND SCHEDULE

Regulation 16(4)

ASSESSMENT OF DISABLEMENT CAUSED BY SPECIFIED INJURIES
AND OF CERTAIN OTHER DISABLEMENTS

	<i>Description of Injury</i>	<i>Assessment Per Centum</i>
1.	Loss of 2 limbs	100
2.	Loss of both hands or of all fingers and both thumbs	100
3.	Loss of both feet	100
4.	Loss of a hand and a foot	100
5.	Total loss of sight, including the loss of sight to such extent as to render the claimant unable to perform any work for which eyesight is essential	100
6.	Total paralysis	100
7.	Injuries resulting in being permanently bedridden	100
8.	Any other injury causing permanent incapacity	100

SECOND SCHEDULE — *continued*

9.	Very severe facial disfigurement	100
10.	Loss of arm at shoulder	75
11.	Loss of arm between elbow and shoulder	75
12.	Loss of arm at elbow	75
13.	Loss of arm between wrist and elbow	70
14.	Loss of hand at wrist	70
15.	Loss of finger and thumb of one hand	70
16.	Loss of 4 fingers	60
17.	Loss of thumb —	
	(a) both phalanges	50
	(b) one phalanx	30
18.	Loss of ring finger —	
	(a) 3 phalanges	20
	(b) 2 phalanges	15
	(c) 1 phalanx	10
19.	Loss of little finger —	
	(a) 3 phalanges	20
	(b) 2 phalanges	15
	(c) 1 phalanx	10
20.	Loss of index finger —	
	(a) 3 phalanges	35
	(b) 2 phalanges	25
	(c) 1 phalanx	20
21.	Loss of middle finger —	
	(a) 3 phalanges	25
	(b) 2 phalanges	20
	(c) 1 phalanx	15
22.	Loss of metacarpals —	
	(a) first or second (additional)	20

SECOND SCHEDULE — *continued*

	(b) third, fourth, fifth (additional)	15
23.	Loss of leg —	
	(a) at or above knee joint	75
	(b) below knee	65
24.	Loss of a foot	55
25.	Loss of toes —	
	(a) all of one foot	35
	(b) great, both phalanges	20
	(c) great, one phalanx	10
	(d) other than great, if more than one toe lost	10
26.	Loss of sight, one eye	50
27.	Loss of hearing, one ear	30
28.	Total loss of hearing	60

Notes:

(1) The total permanent loss of the use of a body part shall be treated as loss of that body part.

(2) Where there is a loss of 2 or more parts of a hand, the percentage shall not be more than the percentage for the loss of the whole hand.

(3) Where an arm, a leg or an eye has already been lost, the compensation for the loss of the remaining arm, leg or eye, as the case may be, shall be the difference between the compensation for total incapacity and the compensation already paid, or which would have been paid, for the previous loss of arm, leg or eye.

THIRD SCHEDULE

Regulation 36(4)(a) and (9)(a)

VESTING FOR SAVINGS ACCOUNT

The portion of moneys in a serviceman's Savings Account specified in the second column below shall vest in the serviceman upon the serviceman completing the number of years of reckonable service specified in the first column.

<i>First column</i>	<i>Second column</i>
<i>Length of reckonable service in years or part thereof</i>	<i>Vesting</i>

THIRD SCHEDULE — *continued*

Not more than 6 years	Nil
More than 6 years but not more than 7 years	20%
More than 7 years but not more than 8 years	40%
More than 8 years but not more than 9 years	60%
More than 9 years but not more than 10 years	80%
More than 10 years	100%.

FOURTH SCHEDULE

Regulation 36(4)(b) and (9)(b)

VESTING FOR RETIREMENT ACCOUNT

1. Subject to paragraphs 2 to 5, the portion of moneys in a serviceman's Retirement Account specified in the second or third column shall vest in the serviceman on his attaining the age specified in the first column in relation to that portion, unless the serviceman has completed less than 11 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>	<i>Third column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of SAVER Plan who were pilots or officers of or above the rank of Colonel immediately before their transfer to the military domain experts service</i>	<i>Vesting for other members of SAVER Plan who are transferred to the military domain experts service</i>
31	5%	5%
32	5%	5%
33	5%	5%
34	5%	5%
35	10%	10%
36	20%	20%
37	35%	35%
38	50%	50%
39	65%	65%

FOURTH SCHEDULE — *continued*

40	80%	80%
41	90%	90%
42	90%	100%
43	90%	100%
44 and above	100%	100%

2. Where a serviceman who converted to the SAVER Plan on 1st April 1998 is less than 30 years of age on that date, the portion of moneys in the serviceman's Retirement Account specified in the second or third column shall vest in the serviceman on his attaining the age specified in the first column in relation to that portion, unless the serviceman has completed less than 11 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>	<i>Third column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of SAVER Plan who were pilots or officers of or above the rank of Colonel before their transfer to the military domain experts service</i>	<i>Vesting for other members of SAVER Plan who are transferred to the military domain experts service</i>
31	5%	5%
32	5%	5%
33	5%	5%
34	5%	5%
35	10%	10%
36	20%	20%
37	35%	35%
38	50%	50%
39	65%	65%
40	80%	80%
41	90%	90%
42	90%	100%
43	90%	100%

FOURTH SCHEDULE — *continued*

44	100%	100%
45 and above	100%	100%

3. Where a serviceman who converted to the SAVER Plan on 1st April 1998 has attained 30 years of age, but is less than 35 years of age, on that date, the portion of moneys in the serviceman's Retirement Account specified in the second or third column shall vest in the serviceman on his attaining the age specified in the first column in relation to that portion, unless the serviceman has completed less than 11 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>	<i>Third column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of SAVER Plan who were pilots or officers of or above the rank of Colonel immediately before their transfer to the military domain experts service</i>	<i>Vesting for other members of SAVER Plan who are transferred to the military domain experts service</i>
31	Nil	Nil
32	5%	5%
33	5%	5%
34	5%	5%
35	5%	5%
36	10%	10%
37	20%	20%
38	35%	35%
39	50%	50%
40	65%	65%
41	80%	80%
42	90%	90%
43	90%	100%
44	100%	100%
45 and above	100%	100%

FOURTH SCHEDULE — *continued*

4. Where a serviceman who converted to the SAVER Plan on 1st April 1998 has attained 35 years of age, but is less than 40 years of age, on that date, the portion of moneys in the serviceman's Retirement Account specified in the second or third column shall vest in the serviceman on his attaining the age specified in the first column in relation to that portion, unless the serviceman has completed less than 11 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>	<i>Third column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of SAVER Plan who were pilots or officers of or above the rank of Colonel immediately before their transfer to the military domain experts service</i>	<i>Vesting for other members of SAVER Plan who are transferred to the military domain experts service</i>
31	Nil	Nil
32	Nil	Nil
33	5%	5%
34	5%	5%
35	5%	5%
36	5%	5%
37	10%	10%
38	20%	20%
39	35%	35%
40	50%	50%
41	65%	65%
42	80%	80%
43	90%	90%
44	100%	100%
45 and above	100%	100%

5. Where a serviceman who converted to the SAVER Plan on 1st April 1998 has attained 40 years of age on that date, the portion of moneys in the serviceman's Retirement Account specified in the second or third column shall vest in the serviceman on his attaining the age specified in the first column in relation to that

FOURTH SCHEDULE — *continued*

portion, unless the serviceman has completed less than 11 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>	<i>Third column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of SAVER Plan who were pilots immediately before their transfer to the military domain experts service</i>	<i>Vesting for other members of SAVER Plan who are transferred to the military domain experts service</i>
31	Nil	Nil
32	Nil	Nil
33	5%	Nil
34	5%	5%
35	5%	5%
36	5%	5%
37	10%	5%
38	20%	10%
39	35%	20%
40	50%	35%
41	65%	50%
42	80%	65%
43	90%	80%
44	100%	90%
45 and above	100%	100%

6. In this Schedule, unless the context otherwise requires, a serviceman shall be deemed to attain, or to have attained, “N” years of age, or the age of “N” years, on the “Nth” anniversary of the day of his birth, where —

- (a) “N” is a specified positive integer; and
- (b) “Nth” is the ordinal corresponding to that integer.

FIFTH SCHEDULE

Regulation 37(5)

VESTING FOR CARE ACCOUNT

1. Subject to paragraph 3, where a serviceman is enlisted in the regular service of the Singapore Armed Forces before 1st April 2010, the portion of moneys in the serviceman's CARE Account specified in the second or third column shall vest in the serviceman on his attaining the age specified in the first column in relation to that portion, unless the serviceman has completed less than 15 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>	<i>Third column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of Premium Plan (other than naval divers) who were of the rank of Warrant Officer immediately before their transfer to the military domain experts service</i>	<i>Vesting for members of Premium Plan (other than naval divers) who were below the rank of Warrant Officer immediately before their transfer to the military domain experts service</i>
33 and below	20%	20%
34	25%	25%
35	30%	30%
36	35%	35%
37	40%	40%
38	45%	45%
39	50%	50%
40	55%	55%
41	60%	60%
42	65%	65%
43	70%	70%
44	75%	75%
45	80%	80%
46	80%	80%
47	85%	85%

FIFTH SCHEDULE — *continued*

48	90%	100%
49	95%	100%
50 and above	100%	100%

2. Subject to paragraph 3, where a serviceman is enlisted in the regular service of the Singapore Armed Forces on or after 1st April 2010, the portion of moneys in the serviceman's CARE Account specified in the second or third column shall vest in the serviceman on his attaining the age specified in the first column in relation to that portion, unless the serviceman has completed less than 15 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>	<i>Third column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of Premium Plan (other than naval divers) who were of the rank of Warrant Officer immediately before their transfer to the military domain experts service</i>	<i>Vesting for members of Premium Plan (other than naval divers) who were below the rank of Warrant Officer immediately before their transfer to the military domain experts service</i>
33 and below	10%	20%
34	20%	25%
35	30%	30%
36	35%	35%
37	40%	40%
38	45%	45%
39	50%	50%
40	55%	55%
41	60%	60%
42	65%	65%
43	70%	70%
44	75%	75%
45	80%	80%
46	80%	80%

FIFTH SCHEDULE — *continued*

47	85%	85%
48	90%	100%
49	95%	100%
50 and above	100%	100%

3. Where a serviceman was a naval diver immediately before his transfer to the military domain experts service, the portion of moneys in the serviceman's CARE Account specified in the second column shall vest in the serviceman on his attaining the age specified in the first column in relation to that portion, unless the serviceman has completed less than 15 complete years of reckonable service.

<i>First column</i>	<i>Second column</i>
<i>Age at date of retirement or resignation (years)</i>	<i>Vesting for members of Premium Plan who were naval divers immediately before their transfer to the military domain experts service</i>
33 and below	15%
34	20%
35	20%
36	25%
37	30%
38	30%
39	35%
40	50%
41	60%
42	70%
43	80%
44	90%
45 and above	100%

4. In this Schedule, unless the context otherwise requires, a serviceman shall be deemed to attain, or to have attained, "N" years of age, or the age of "N" years, on the "Nth" anniversary of the day of his birth, where —

(a) "N" is a specified positive integer; and

FIFTH SCHEDULE — *continued*

(b) “Nth” is the ordinal corresponding to that integer.

Made this 25th day of March 2010.

TAN KOK YAM
Secretary,
Armed Forces Council,
Singapore.

[MINDEF 4-4/26-3-5/HCL; AG/LLRD/SL/295/2002/5 Vol. 2]

(To be presented to Parliament under section 207 of the Singapore Armed Forces Act).