IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2026] SGHC 48

Registrar's Appeal from the State Courts No 15 of 2025

Between

NTUC Income Insurance Co-operative Limited

… *Appellant*

And

Noel Martin Carlin

… *Respondent*

GROUNDS OF DECISION

[Damages – Assessment]
[Insurance – Accident Insurance]

TABLE OF CONTENTS

NTUC Income Insurance Co-operative Ltd
v
Carlin, Noel Martin

[2026] SGHC 48

General Division of the High Court — Registrar's Appeal from the State Courts No 15 of 2025
Wong Li Kok, Alex J
24 November 2025, 9 February 2026

4 March 2026

Wong Li Kok, Alex J:

Introduction

1 This appeal concerned a decision of the District Court arising out of injuries sustained by the respondent in a road traffic accident. As a result of those injuries, the respondent had received payouts from an insurance policy purchased by his employer. The tortfeasor's insurer (*ie*, the appellant in this appeal and the intervenor in the hearing below) took the position that the amount of those payouts should be deducted from the damages the respondent would receive from the appellant.

2 The learned Deputy Registrar held that the payouts received by the respondent under the insurance policy maintained by his employer should not be deducted from damages payable by the tortfeasor (and in turn, the appellant)

arising out of the accident.[1] The Deputy Registrar's decision was upheld on appeal to the learned District Judge and the District Judge granted the appellant leave to appeal his decision to the General Division of the High Court.[2] I dismissed the appeal and my reasons are set out in these grounds of decision.

Double recovery and the insurance exception

3 The appellant argued and the District Judge agreed that the issue at hand was of sufficient importance to grant leave to appeal. The issue concerned the rule against double recovery. In other words, should the payouts which the respondent received from his employer's insurance be deducted from the damages payable by the tortfeasor? Both the Deputy Registrar and the District Judge agreed that this case fell within one of the exceptions to the rule against double recovery, the "Insurance Exception", and that the respondent should be entitled to retain the damages payable by the tortfeasor (who was insured by the appellant) as well as the payouts from the insurance policy purchased by his employer.

4 The amount of the double recovery in this case was relatively modest. As the amount in dispute had not been resolved by either the Deputy Registrar or the District Judge, I directed the parties to agree on the amount of the alleged double recovery. The parties conferred and agreed to the tabulation of the disputed sum at $35,463.91.[3]

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1 Deputy Registrar's Decision ("DR's Decision") at [40].

2 District Judge's Decision ("DJ's Decision") at [16].

3 Appellant's letter to the Registrar dated 26 December 2025.

5 The Court of Appeal discussed the Insurance Exception in *Lo Kok Jong v Eng Beng* [2024] 1 SLR 964 ("*Eng Beng*") and laid out the test that should be applied when addressing the exceptions to the rule against double recovery. However, *Eng Beng* was decided against a factual matrix that concerned double recovery arising from government subsidies and grants rather than payments from another insurer (*ie*, the employer's insurer in this case). That being the case, the appellant sought my decision on whether the Deputy Registrar's decision (upheld by the District Judge) reached by applying the test in *Eng Beng* to the facts of this case was correct.

Decision below

6 The District Judge's decision was set out in his brief grounds on 27 August 2025. Whilst the District Judge analysed all four of the non-exhaustive *indicia* set out in *Eng Beng*, the most contentious point argued in this appeal was the question of whether the respondent had contributed to the medical insurance policy purchased by the employer, which made the payouts to his benefit. That medical insurance policy was part of the contract he signed with the employer, but it was the employer who paid the premiums for that insurance.[4]

7 Both the Deputy Registrar and the District Judge agreed that as there was evidence that the respondent had agreed to accept a lower base salary with the knowledge that the employer would pay for medical and life insurance, the respondent had effectively contributed to the payment of premiums for the employer's insurance.[5] The evidence given by the respondent on this point was

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4 Appellant's Submissions at [3] and [24].

5 DR's Decision at [30]–[31]; DJ's Decision at [9].

that he did not just agree or look to the salary when he decided on accepting the position with the employer. He assessed the full package including bonuses, medical (insurance) coverage, life insurance and leave days.[6] Having considered this issue as well as the other *indicia* set out in *Eng Beng*, the District Judge concluded that the payouts from the employer's insurer should not be deducted from the damages payable by the tortfeasor.[7]

The law

The level of appellate intervention

8 In relation to the appropriate level of appellate intervention, Lee Seiu Kin SJ held in *Choo Yew Liang Sebastian v Koh Yew Teck* [2024] SGHC 212 at [16]–[22] that the applicable principles were the same whether the General Division of the High Court was hearing an appeal from a District Judge's first instance decision or an appeal from a District Judge's review of a Deputy Registrar's decision. Thus, the relevant principles as summarised by Goh Yihan J in *Lim Chee Seng v Phang Yew Kiat* [2024] SGHC 100 at [58]–[59] apply here. I set these out briefly below:

(a) An appellate court should be reluctant to overturn findings made by the trial judge as the appellate court, unlike the trial judge, would not have had the benefit of hearing the evidence of the witnesses and observing their demeanour.

(b) However, an appellate court should not shy away from overturning findings of fact when necessary. This will be the case where:

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6 DR's Decision at [30]; Notes of Evidence dated 12 June 2024 at 8D-E and 15D-E.

7 DJ's Decision at [16].

(i) the trial judge's assessment is plainly wrong or against the weight of the evidence; or

(ii) the appellate court can refer to documentary evidence instead of the evidence of witnesses during cross-examination.

(c) Further, an appellate court is in as good a position as a trial court to assess the veracity of a witness's evidence in two situations:

(i) where the assessment of the witness's credibility is based on inferences drawn from the internal consistency in the content of the witness's evidence; or

(ii) where the assessment of the witness's credibility is based on the external consistency between the content of the witness' evidence and the extrinsic evidence.

(d) As to inferences of fact, an appellate court is entitled to engage in a *de novo* review. This is because an appellate judge is as competent as any trial judge to draw the necessary inferences of fact from the objective material.

The decision in Eng Beng

9 In order to appreciate the genesis behind the decision in *Eng Beng* (as well as the *indicia* in question), I explored some of the key points raised by the Court of Appeal in *Eng Beng* where it concerned the Insurance Exception.

10 There was detailed discussion in *Eng Beng* at [18]–[28] of the common law search for a rule of general application to identify why certain collateral benefits should be exempt from the rule against double recovery. At the

preliminary stage, it is important to determine if the rule against double recovery is even engaged (*Eng Beng* at [54]). Only if it is engaged will the court consider whether the payment in question (*ie*, here the insurance payouts) should fall under one of the exceptions to the rule against double recovery.

11 The Court of Appeal in *Eng Beng* settled on the test of objective intended purpose for determining whether a payment should be exempt from the rule against double recovery. In relation to the Insurance Exception, a plaintiff who takes out and pays for insurance intends to, and hence should be allowed to, enjoy the payouts from that insurance over and above damages payable by a tortfeasor. The court reasoned at [32] that this forms a separate pool of funds unrelated to damages from the tortfeasor and should not be considered a double recovery.

12 The test of objective intended purpose is thus key to determining whether a payment should be exempt from the rule against double recovery and, in the absence of clear intention, the default rule against double recovery should be reverted to. The intention of the provider of the payment should be assessed objectively (*Eng Beng* at [33]–[35]). The question of intent should be phrased as "whether the intended purpose of the payment, objectively judged, was to provide the plaintiff with a sum to be enjoyed over and above the damages payable" (at [36]). The Court of Appeal at [52] pointed to four (non-exhaustive) *indicia* that would help determine the intended purpose of the payment and these are summarised in more detail below.

(a) The first factor is whether the plaintiff contributed to the relevant payment. A contribution would show that the intended purpose of the payment, objectively judged, was to provide the plaintiff with a sum

over and above any damages payable (at [38]) ("Contribution Factor"). The Court of Appeal examined some examples of contribution from English and Australian cases and noted the different approaches (at [39]). Under the English approach in *Gaca v Pirelli General plc and others* [2004] 1 WLR 2683 ("*Gaca*"), insurance payouts would not be deductible from damages payable to a plaintiff only if the plaintiff directly paid for and contributed to the premiums of that insurance policy. The Australian approach in *Richard v Mills* (2003) 27 WAR 200 ("*Richard*") is that payouts from an insurance policy paid for entirely by the employer should not be deductible from damages payable to the employee, since the employee indirectly pays for the benefit by working for the employer. Importantly, however, the Court of Appeal in *Eng Beng* noted at [39] that these cases show a disagreement over fact (*ie*, when contribution may be found) rather than principle (*ie*, non-deductibility because of the plaintiff's contribution).

(b) The second factor is whether the payment is in the nature of an indemnity for or is targeted directly at the type of loss for which damages were sought ("Indemnity Factor"), the logic being that if the payment were so targeted, it would be more difficult to say that the payment was intended to be given to the plaintiff over and above the damages payable (*Eng Beng* at [40]). However, the Court of Appeal also clarified at [59] that the Indemnity Factor is more important where the court is assessing the deductibility of pensions or wage benefits, but less important for insurance payouts where the focus would be on the Contribution Factor.

(c) The source of the payment is the third factor ("Source Factor"). If the source of the payment were not from the tortfeasor or a government but from a third party, this would ordinarily indicate that the intended purpose of the payment was for the plaintiff to enjoy over and above the damages payable (*Eng Beng* at [45]).

(d) The fourth and final factor is the group of persons to whom the payment is made available ("Group Factor"). As noted by the Court of Appeal at [51]:

> The more directed the payment and the more the plaintiff's individual circumstances are assessed before the disbursement, the stronger the indication that the payment is intended to be enjoyed on top of the damages payable.

13 The *indicia* should not be applied in a mathematical or formulaic manner but should be considered holistically to form a judgment as to the intended purpose of the payment. The weight to be attached to each *indicium* for each case is fact-centric (*Eng Beng* at [58]).

14 The Court of Appeal at [66] also cautioned against placing excessive weight on public policy considerations in deciding whether a payment should be exempt from the rule against double recovery.

The insurance exception applies based on the facts of this case

15 Applying the *indicia* in *Eng Beng* to the present case and considering the arguments of the parties, I reached the following conclusions with respect to each *indicium*.

16 The appellant disagreed vehemently with the District Judge's finding on the Contribution Factor. The appellant took the position that there was insufficient evidence to demonstrate that the respondent had made any contribution to the insurance purchased by his employer.[8] In fact, the insurance premiums were paid in full by the employer.[9] The appellant also argued that *Richard* (above at [12(a)]) was an outlier and this court should follow the approach in *Gaca* as well as the decision of the Canadian Supreme Court in *Cunningham v Wheeler* (1994) 113 DLR (4th) 1 ("*Cunningham*") cited in *Gaca*.[10] The appellant's case was that both *Cunningham* and *Gaca* require evidence of bargaining, direct contribution or some form of consideration given up by the employee-victim. Only then can the Contribution Factor be satisfied.[11] Specifically, the appellant contends that *Gaca* is authority for the proposition that the payment by an employer of premiums for the benefit of its employees is not to be treated as a contribution by that employee.[12]

17 In my judgment, the position in *Cunningham* and *Gaca* (and indeed this was also the Court of Appeal's conclusion in *Eng Beng*) is that there are no hard and fast rules as to what constitutes contribution for the Contribution Factor. The Court of Appeal in *Eng Beng* did not cast *Richard* aside as an outlier (see above at [12(a)]) but merely said that it reflected different facts from *Gaca*. In that regard, I disagreed with the appellant's submission that the Deputy

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8 Appellant's Submissions at [24]–[29].

9 Appellant's Submissions at [3].

10 Appellant's Submissions at [13] and [19].

11 Appellant's Submissions at [5] and [9].

12 Appellant's Submissions at [10]–[11].

Registrar erred in giving too much consideration to *Richard* because it did not sit well with *Eng Beng*.[13]

18 Similarly, *Gaca* does not close the door on the Contribution Factor merely because the employer paid the premiums for the employee's insurance. *Gaca* says at [56] that such payment on its own cannot be conclusive of the Contribution Factor:

> 56 It follows that an employee is not to be treated as having paid for, or contributed to the cost of, insurance *merely because* the insurance has been arranged by his employer for the benefit of his employees. The insurance moneys must be deducted unless it is shown that the claimant paid or contributed to the insurance premium directly or indirectly. …
>
> [Emphasis added]

19 Similarly, the list of examples of bargaining and direct contribution raised at [98] of *Cunningham* was non-exhaustive:

> 98 Generally speaking, any of the following examples, *by no means an exhaustive list*, provide the sort of evidence that could well be sufficient to establish that the employee paid for the benefit: …
>
> [Emphasis added]

20 In my judgment, both the Deputy Registrar and the District Judge were correct in concluding that the Contribution Factor had been established based on the evidence given by the respondent and thus the facts of this case. The evidence was not simply that the respondent's employer paid for the insurance premiums, but that the respondent assessed the medical insurance as part of his

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[13] Appellant's Submissions at [19].

employment package and there was a direct correlation between the salary that was sought and the package that was provided:[14]

> Q: When the head hunter informed you of the salary at ANZ bank, was there any negotiation on the salary?
>
> A: I didn't agree just on the salary. I wanted to see the whole package. After the full consideration, I would accept the full package.
>
> Q: What are the other considerations?
>
> A: Components would include base salary, variable bonuses, which has been multiples of the salary, and also things like what will be included for medical coverage, include the things like life insurance, number of annual days leave, the complete package, you weigh that up against cost of living and the complete package, whether it was at the right level for me to move. What was offered was reasonable and I liked the idea of coming to Singapore.
>
> …
>
> Q: … what do you mean part of your package?
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> A: The complete package was assessed when I got the details. It is base salary, coverage that I would have on life insurance, medical insurance, annual leave, that is the complete package of what I had to consider, and I had to weigh that up. Just for example, if it did not include life insurance cover, I would look for a higher base salary because that piece would not be covered. For example, the pension was not covered when I have it in the UK, so I had to add that to my calculation. I needed to look at what ANZ was offering which includes, medical cover, hospitalisation and life insurance.

That being the case, there was evidence of consideration given up by the respondent in accepting a lower salary to establish the Contribution Factor.

21 The appellant made the case that the oral evidence of the respondent was insufficient on its own to establish the objective intention required to satisfy the

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[14] Notes of Evidence dated 12 June 2024 at 8D-E and 15D-E.

exception to the rule against double recovery.[15] The appellant argued that documentary evidence or the calling of the employer to give evidence on the insurance it had purchased for its employees was required to satisfy the objective intention test.[16] The appellant noted that the only evidence on the Contribution Factor was the respondent's assessment of the overall employment package.[17] In my judgment, this was sufficient to allow him to avail himself of and satisfy the Insurance Exception.

22 The evidential burden was thus on the appellant to adduce countervailing evidence specific to the Contribution Factor, in order to convince the court to revert to the general rule against double recovery. The appellant presented no evidence in this regard. The evidence thus showed that, as a factor in the respondent's acceptance of the employment offer, the availability of medical insurance was more than just negligible.[18] That being the case, the District Judge was correct to conclude that the evidence from the respondent was sufficient to satisfy, objectively, that there was an intention for the payment to benefit the respondent over and above what he might receive from the tortfeasor.[19] This was what the respondent sought when assessing his employment options.

23 In my judgment, the Contribution Factor was conclusive of the objective intended purpose test *in the present case*. In *Eng Beng*, the Court of Appeal

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15 Appellant's Submissions at [26]–[27].

16 Appellant's Submissions at [29].

17 Appellant's Submissions at [6].

18 Notes of Evidence dated 12 June 2024 at 8D-E and 15D-E.

19 DJ's Decision at [8].

noted at [59] that "the test of objective intended purpose and the accompanying indicia serve to *rationalise*, not replace, the Insurance Exception … [which is] well-established in case law" [emphasis in original]. It was not disputed between the parties that the present case related to the Insurance Exception. They disagreed only on whether the Insurance Exception applied. Neither party sought to argue that this was some novel payment which required the court to determine, for the first time and by applying the objective intended purpose test, whether it should be exempt from the rule against double recovery. Thus, the objective intended purpose test should not replace the Insurance Exception, which considers only the question of contribution.

24 Nonetheless, since the Deputy Registrar and the District Judge applied and the parties in the present appeal argued on all four *indicia*, I set out my views on the remaining three *indicia* below, which did not affect the outcome of the appeal in any event.

25 The appellant contended that a greater emphasis should be placed on the Indemnity Factor because the insurance payouts from the employer's insurer were by way of an indemnity. That being the case, the respondent should not be allowed to claim a second time from the tortfeasor, especially in the absence of any evidence on the Contribution Factor.[20] However, as the District Judge pointed out in his oral judgment,[21] the Court of Appeal clarified this point later in its judgment in *Eng Beng*. The Indemnity Factor takes on less importance in the context of insurance payouts when compared to deductibility of pensions or wage benefits (above at [12(b)]). I thus agreed with the District Judge that less

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20 Appellant's Submissions at [30]–[31].

21 DJ's Decision at [12].

emphasis should be placed on the Indemnity Factor in this case. In any event, as I had found above (at [23]), the Contribution Factor had been clearly made out.

26 The appellant argued that the Source Factor should be a neutral factor in the present case. The appellant took the position that the *Eng Beng* decision was one that considered hospital subsidies instead of insurance payouts, so the reference to the Source Factor should not be taken out of context bearing in mind the facts of *Eng Beng*.[22] Again, I disagreed. The four *indicia* laid out by the Court of Appeal in *Eng Beng* were clearly meant for general application and not just for the facts of that case. In any event, the logic of the Source Factor is clearly sound. Where the source of payment arises from a third party (as it did in the present case), that should be a factor in the objective intended purpose test. However, it depends on the facts of each case how much weight should be placed on the Source Factor.

27 Finally, the appellant took the position that the insurance purchased by the respondent's employer did not consider his specific circumstances at all but was merely an insurance policy made available to all employees. That being the case, any conclusion that the Group Factor should favour payouts to the respondent would be tantamount to allowing double recovery to a large class of plaintiffs.[23] I disagreed. First, in so far as the appellant was seeking to make a public policy argument with respect to the Group Factor, the Court of Appeal had already warned against this (above at [14]). Each case should be addressed on its facts. In this case, I agreed with the District Judge that this last *indicium*

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22 Appellant's Submissions at [32].

23 Appellant's Submissions at [33]–[34].

has less relevance to the current case based on the Court of Appeal's explanation that the Group Factor helps to explain the difference between private benevolence and government payments.[24] Further, for the purpose of the Group Factor, while the insurance policy covered all employees, the insurance payouts were only enjoyed by a much smaller group upon fulfilment of the relevant criteria under the policy. The Group Factor accounts for the group of persons to whom the *payment* was made available (*Eng Beng* at [56(d)]).

Conclusion

28 As noted above (at [23]), the conclusion on the Contribution Factor was sufficient to dispose of the appeal in this case. However, even weighing the *indicia* holistically, I agreed with the District Judge that the objective intended purpose of the insurance payouts received from the respondent's employer's insurance was to benefit the respondent over and above damages payable by the tortfeasor. I therefore dismissed the appeal.

Wong Li Kok, Alex
Judge of the High Court

Teo Weng Kie and Samson Woon Wing Thai (Securus Legal LLC) for the appellant;
Ramasamy s/o Karuppan Chettiar and Mark Ho En Tian (He Entian) (Central Chambers Law Corporation) for the respondent.

[24] DJ's Decision at [15].