



Specialized
Insurance Company

WORKMAN'S COMPENSATION

Defined events

If during the currency of this insurance any workman in the employment of the Insured and engaged in the occupation described in the schedule shall suffer an accident or scheduled disease resulting in death or disablement of that workman the Company will indemnify the Insured to the extent that the Insured is legally liable to the workman by virtue of the Workmen's Compensation Act 2014 (No 47 of 2014)

Specific Conditions

- 1 The Insured shall give notice to the Company immediately he is aware of any accident occasioning injury to any of his workmen and/or that any inquiry inquest or legal proceeding is to be held in connection with any accident or if any claim is made directly on him by any workman
- 2 The insured shall not admit any liability nor settle any claim (except under the order of any competent authority) without the written authority of the Company, but the Company may at its own discretion take control of either in its own name or in the Insured's name any negotiation action or proceedings in connection with any claim and enforce for the benefit of the Company any order or any right of indemnity accruing to the Insured against any third parties contractors or subcontractors If the Company considers that the Insured has reasonable grounds in terms of the Act to appeal against any award or order then the Insured shall at the request of the Company make such appeal
- 3 The Insured shall employ competent workmen and shall not continue to employ any person after becoming aware that any person by reason of physical infirmity or age or previous injury is unfit to follow work or is abnormally liable to suffer injury
- 4 The Insured shall at all times remain aware of the state of the ways plant and works under his control or in connection with which his workmen are employed and any defect shall be immediately remedied or brought to the attention of the competent person controlling such In the event of any machinery causing an accident such machinery shall as far as is practicable remain unrepaired or unaltered until such time as the Company shall have had the opportunity of inspecting it
- 5 The premium for this insurance is based on estimates supplied to the Company by the Insured of wages and salaries which shall include the value of all rent food or other earnings of a constant nature The Insured shall maintain a register of all persons and their salaries or wages If any accident occurs to any employee whose name is not so entered the Company shall be under no liability. At the end of each period of insurance the Insured shall furnish to the company the actual earnings of all employees during that period, and the deposit premium shall be adjusted accordingly either by a refund to the insured or by an additional premium to the Company The wages book or other record of earnings of all or any employees shall be open to the inspection of the Company at any time.
- 6 The Company retains the right at all times to cancel this policy by registered letter addressed to the Insured at the address stated in the policy or subsequently advised to the Company Such cancellation will be effective five days after the posting of such notice of cancellation In the event of such cancellation and if no claim has been made under the policy then the Insured shall receive a refund of premium based on the amount of earnings to the time of cancellation
- 7 The Company may call upon the Insured for an immediate adjustment of premium if it appears that actual earnings substantially exceed the estimated earnings
- 8 No assignment of this policy is valid unless agreed to in writing by the Company
- 9 The insured will be responsible for the first M100 in respect of medical expenses.



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Common law liability extension

The Company will indemnify the Insured to the limit stated in the schedule in respect of any one accident or occurrence for any legal liability arising out of and in the course of the employment under a contract of service or apprenticeship of any employee by the Insured.

The liability stated applies to any one occurrence or series of occurrences arising from one original cause regardless of the number of persons claiming.

The Company will also pay legal costs recoverable by any claimant from the insured, as well as costs and expenses incurred by the Insured with the written consent of the Company.

The Company will also indemnify in terms of this extension any partner or director or employee of the insured arising solely out of the carrying out of his duties for the Insured in the scope of his capacity as such

Specific exception

This extension does not insure any liability attaching to the Insured by agreement if such liability would not have attached in the absence of such agreement



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