



## **Workmen's Compensation Insurance Policy**

Member of



**Whereas** the Insured carrying on the Business described in the Schedule and on other for the purpose of this Insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

**Now this Policy Witnesseth** that if at any time during the period of insurance any employee in the insured's immediate service shall sustain personal injury by accident arising out of and in the course of his employment by the insured in the business and if the insured shall be liable to pay compensation for such injury under the law (s) set out in the schedule, then subject to the terms, exceptions and conditions contained herein or endorsed hereon the Company will indemnify the insured against all sums for which the insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

**Provided always** that in the event of any change in the Law (s) on the substitution of other legislation therefor this policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law (s) had remained unaltered.

## EXCEPTIONS

The Company shall not be liable under this policy in respect of any claim directly or indirectly occasioned by happening through or arising from:

- A • War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, state of siege, mutiny, popular or military rising, insurrection, rebellion, revolution, military or usurped power, acts of terrorism or sabotage, strikes, riots, civil commotions, acts or misdeeds of any person acting on behalf of or in connection with organizations with activities directed towards the overthrow by force of the government "de jure" or "de facto" or to the influencing of it by terrorism or violence.
- B • Explosives, projectiles, bullets, bombs, rockets or other military devices.
- C • The insured's liability to employees of contractors to the insured.
- D • Any employee who is not a "employee" within the meaning of the Law (s).
- E • Any liability of the insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- F • Any sum which the insured would have been entitled to recover from any party but for an agreement between the insured and such party.
- G • Any death or injury directly caused by or arising from or aggravated by nuclear reaction, nuclear radiation or nuclear contamination.



## GENERAL CONDITIONS

1. This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this policy shall be delivered in writing to the Company.
3. The insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
4. In the event of any occurrence which may give use to a claim under this policy the insured shall as soon as possible give notice here of the company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
6. The first premium and all renewal premiums that may accepted are to be regulated by the amount of wages and salaries and other earnings paid by the insured to employees during each period of insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance: if the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by Company as the case may be.



7. The Company may cancel this policy by sending seven days' notice by registered letter to the insured at his last known address and in such event the premium shall be adjusted in accordance with condition (6).
8. If any difference arises as to the amount of indemnity, such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement, between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively, and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The cost of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire as to the amount in dispute shall be first obtained. In no case whatever shall the Company be liable for any claim after the expiration of twelve months from the happening accident unless the claim is the subject of pending action or arbitration.
9. The due observance and fulfilment of the terms conditions and endorsements of this policy so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
10. If a change in legislation or legislative practice which could materially affect the insured's legal liability in respect of which indemnity is provided by this insurance, the insured shall be entitled to review the insurance and following such a review amend the premium.
11. It is understood and agreed that this insurance shall be governed by the Law of the Republic of Lebanon whose courts shall have jurisdiction in any dispute arising hereunder.

**Governed by Provisions of decree 9812 Of 4th May 1968**