

**Allianz Insurance Lanka Ltd.**

Levels 25-27, One Galle Face Tower, No 1 A,  
Centre Road, Galle Face, Colombo 02, Sri Lanka  
Tel: 011 2303300  
Email: info@allianz.lk

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| <b>SPECIMEN</b> |
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**WORKMEN'S COMPENSATION INSURANCE POLICY**

As the Insured carrying on the Business described in the schedule, and no other for the purpose of this insurance, by a proposal and declarations which shall be the basis of this contract and is deemed to be incorporated herein, has applied to Allianz Insurance Company Lanka Limited (hereinafter called the Company) for the insurance hereinafter contained, and has paid or agreed to pay the Premium as Consideration for such insurance, this Policy witnesses that if at any time during the period of insurance any employee in the Insured's immediate shall sustain personal injury by accident or disease arising out of and in the course of his employment by the insured in the Business in Sri Lanka, and if the Insured shall be liable to pay compensation for such injury either under the Law(s) set out below or at Common Law, then subject to the Terms, Exceptions and contained herein or endorsed hereon the Company will

indemnify the Insured against all sums for which the insured shall be liable under the Law(s) or at Common Law, or will pay compensation on the Enhanced Scale of Benefits shown below, whichever is greater, 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) or the substitution of other legislation therefore this Policy shall remaining 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.

Law(s) ' Workmen's Compensation Ordinance No. 19 of 1934 and subsequent amendments to the said Ordinance prior to the commencement of the period of insurance.

**SCALE OF COMPENSATION**

| Monthly wages of the workman injured |            | Death of workman | Permanent disablement of workman | Half monthly compensation for temporary disablement of workman |
|--------------------------------------|------------|------------------|----------------------------------|--|
| 0.00                                 | 10,000.00  | 1,140,000.00     | 1,200,000.00                     | 5,000.00   |
| 10,001.00                            | 12,500.00  | 1,180,000.00     | 1,240,000.00                     | 5,625.00   |
| 12,501.00                            | 15,000.00  | 1,220,000.00     | 1,280,000.00                     | 6,875.00   |
| 15,001.00                            | 17,500.00  | 1,260,000.00     | 1,320,000.00                     | 8,125.00   |
| 17,501.00                            | 20,000.00  | 1,300,000.00     | 1,360,000.00                     | 9,375.00   |
| 20,001.00                            | 22,500.00  | 1,340,000.00     | 1,400,000.00                     | 10,625.00  |
| 22,501.00                            | 25,000.00  | 1,380,000.00     | 1,440,000.00                     | 11,875.00  |
| 25,001.00                            | 27,500.00  | 1,420,000.00     | 1,480,000.00                     | 13,125.00  |
| 27,501.00                            | 30,000.00  | 1,460,000.00     | 1,520,000.00                     | 14,375.00  |
| 30,001.00                            | 35,000.00  | 1,510,000.00     | 1,570,000.00                     | 16,250.00  |
| 35,001.00                            | 40,000.00  | 1,560,000.00     | 1,630,000.00                     | 18,750.00  |
| 40,001.00                            | 45,000.00  | 1,610,000.00     | 1,680,000.00                     | 21,250.00  |
| 45,001.00                            | 50,000.00  | 1,660,000.00     | 1,730,000.00                     | 23,750.00  |
| 50,001.00                            | 55,000.00  | 1,710,000.00     | 1,780,000.00                     | 26,250.00  |
| 55,001.00                            | 60,000.00  | 1,760,000.00     | 1,830,000.00                     | 28,750.00  |
| 60,001.00                            | 70,000.00  | 1,820,000.00     | 1,890,000.00                     | 32,500.00  |
| 70,001.00                            | 80,000.00  | 1,880,000.00     | 1,960,000.00                     | 37,500.00  |
| 80,001.00                            | 90,000.00  | 1,940,000.00     | 2,000,000.00                     | 42,500.00  |
| 90,001.00                            | 100,000.00 | 2,000,000.00     | 2,000,000.00                     | 47,500.00  |
| 100,000.00                           | And above  | 2,000,000.00     | 2,000,000.00                     | 47,500.00  |

This scale of Compensation shall not be payable in respect of the first three days of each and every disablement.

## EXCEPTIONS

## SPECIMEN



The Company shall not be liable under this Policy in respect of:

- (a) Any injury by accident or disease directly attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power,
- (b) The Insured's liability to employees of contracts to the Insured,
- (c) Any employee who is not a workman within the meaning of the Law(s),
- (d) Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement,
- (e) Any sum which the insured would have been entitled to recover from any party but for an agreement between the Insured and such party

## CONDITIONS

This Policy, the Schedule and any Endorsements 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 of the Schedule shall bear such specific meaning wherever it may appear.

### 1. Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

### 2. Receipts

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the Same, signed by an authorized officer of the Company, shall have been given to the Insured.

### 3. Reasonable care

The Insured shall take reasonable precautions to prevent accidents and diseases and shall comply with all statutory obligations.

### 4. Claims

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible not later than one month give notice thereof to the Company with full particulars. Every letter, claims, 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.

No admission, offer, promise or payment shall be made by or on behalf of the Insured without the consent of the Company, which shall entitle it if it so desires to take over and conduct in his name the defense or settlement of any claim, or to prosecute in his name for its own benefit any claims for indemnity or damages or otherwise, and shall have full discretion in conduct of any proceedings and in the settlement or any claim, and the Insured shall give all such information and assistance as the Company may require.

### 5. Adjustment

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to during each period of insurance. The name of every employee together with

the amount of wages, salaries and other earnings shall be duly recorded in a proper wages book. The Insured shall at all times allow the Company to inspect such books 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 the Company as the case may be.

### 6. Cancellation

The Company may cancel this Policy by giving 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 5.

### 7. Arbitration

All differences arising out of this Policy shall 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 Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case the Arbitrators do not agree of any Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrator and preside at their meetings, and the making of an award shall be condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve *calendar* months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 8. Observance of terms and Conditions

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.

## ENDORSEMENTS

The following Endorsements only apply to this Policy when specifically mentioned in the Schedule, and are subject otherwise to the Terms, Exceptions and Conditions of this Policy.

### W01 Benefits to Persons not "Workmen"

In the event of any employee of the Insured included in the Schedule and who is not a workmen within the meaning of the Law(s) sustaining an injury by accident in circumstances which, if he were a workmen within the meaning of the said Law(s) and amendments, would legally entitle him or his dependents to compensations there under, the Company will, at the request

of the Insured, pay compensations in the terms of the said Law(s) and amendments to the employee so injured or to his dependents as the case may be, provided always that such compensation shall only be payable where the employee or his dependents, as the case may be, agrees to accept it in full satisfaction and discharge of all claims against the Insured. Failing such agreement the Company will indemnify the Insured in the terms of this Policy against all liability to pay compensation at Common Law, and will in the addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

**W02 Woodworking Machinery Excluded**

This Policy does not extend to include any liability arising out of any work in connection with woodworking machinery driven by steam, gas, water, electricity or other mechanical power.

**W03 Nuts and Toddy Tapping Excluded**

This Policy does not extend to include any liability arising out of any work in connection with picking nuts and toddy tapping

**W04 Stone Crushers etc excluded**

This Policy does not extend to include any liability arising out of any work in connection with the use of stone crushers mortar mills and concrete mixers.

**W05 Building Industry**

This Policy does not extend to include any liability arising out of

- (a) any work of demolition (except the demolition of buildings not exceeding 30 feet in height from the lowest point of the foundations to the highest point of the building including chimneys) when such demolition is carded out by workmen under the direct employment of the Insured and forms part of a contract for reconstruction, alteration or repairs,
- (b) Blasting operations, quarrying, sand or gravel getting,
- (c) Erection of girders and hoists in connection with steel framed and iron buildings,
- (d) the constructions, alteration or repair of towers, steeples, blast fumaces, chimney shafts, viaducts, bridges, wells over 20 feet in depth from the surface, docks, railways canals or tunnels.

**W06 Explosives Excluded**

This policy does not extend to include any liability arising out of or in connection with the handling or use of explosive.

**W07 Explosives / Sewers Excluded**

This Policy does not extend to include any liability arising out of any work in connection with the use of explosives or in connection with the construction of sewers exceeding in any part a depth of 10 feet from the surface, or in connection with tunnelling,

**W08 Shaft /sewers Excluded**

This Policy does not extend to include any liability arising out of any work in connection with shaft or lift well sinking.

**W09 Well Sinking Excluded**

This Policy does not extend to include any liability arising out of any work in connection with the sinking or digging of wells.

**W10 Powered Machinery Excluded**

This Policy does not extend to include any liability arising out of the use of any machinery driven by steam, gas, water, electricity or other mechanical power.

**W11 Quarrying and Mining Excluded**

This Policy does not extend to include any liability arising out of any work in connection with quarrying or mining or in connection with loading, unloading, carting and all other operations incidental to quarry work.

**W12 Buildings over 30 ft Excluded**

This policy does not extend to include any liability arising out of any work in connection with the construction, alteration or

repair of iron building designed or intended to exceed when completed 30 feet in height from the foundation level.

**W13 Racing / Pace Making Excluded**

This Policy does not extend to include any liability respect of accident arising to employees while engaged in racing, pace making or speed trials.

**W14 Tree Felling I Sawing Excluded**

This Policy does not extend to include any liability arising out of any work in connection with tree felling, sawing and carting,

**W15 Work on Board Ships Excluded**

This Policy does not extend to include any liability arising out of work on board ships.

**W16 Various Work Excluded**

This Policy does not extend to include any liability arising out of;

- (a) the use of explosives,
- (b) quarrying,
- (c) tunneling.

**W17 Lead Poisoning Excluded**

This Policy does not extend to include any liability arising out of lead poisoning

**W18 Terrorism**

Notwithstanding anything to the contrary contained in the Workmen Insurance Policy, it is hereby declared and agreed that:

- (a) the cover is extended to include death or injury directly relating to or caused by any act (whether on behalf of any organization, body or person or group of persons) calculated or directed towards overthrow or influencing of the government de jure or de facto or any provincial or local authority with force or by means of fear, terrorism or violence.
- (b) the amount recoverable under this extension shall not exceed Rs. 250,000/- per workmen. For this purpose an "occurrence" shall mean all losses attributable directly or indirectly to one cause or to one of a series of similar causes. The amount to be stated here is the maximum limit of cover available to the relevant category / class.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the Insurer a pro-rata refund will be allowed to the Insured. However, no return of premium shall be granted if this cover is cancelled at the request of premium shall be granted if this cover is cancelled at the request of the insured.

In the event of any death/injury arising out of the same occurrence.

It is declared and agreed that this extension is subject to the following exclusions:

**A. Institute radioactive contamination, chemical, biological, Biochemical and electromagnetic weapons exclusion clause**

This clause shall be paramount and shall override anything contained

In this insurance inconsistent herewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

- 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes

- 1.5 Any chemical, biological, bio chemical, or electro-magnetic weapon.

**B. Institute cyber attack exclusion clause**

1. Subject only to clause 2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or missile.

This extension is granted for and on behalf of the Government Fund for Strike, Riot & Civil Commotion and Terrorism and any liabilities whatsoever under this specific extension shall devolve solely upon the said fund. If any action, suit or proceeding where it is alleged that any death/injury is not covered by this Endorsement, the burden of proving that such death or injury is covered shall be upon the insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy

**Data Privacy & Protection**

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer's official website <https://www.allianz.lk/data-privacy-notice.html> . The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

**Personal Data** - means any information relating to an individual