

## BUSINESS GUARD - COMMERCIAL

### **Workmen's Compensation and Employer's Liability Rider** **Attached to and forming part of Business Guard-Commercial Policy No. \_\_\_\_\_**

Notwithstanding anything contained in the Policy or any of its Endorsements or Riders hereto, it is agreed and declared that in consideration of the full agreed premium being paid by the Insured to the Company the following Coverage Section is included under the Policy effective the date stated herein. Subject always to the terms and provisions including the General Conditions and General Exclusions of the Policy and all endorsements thereon.

#### **COVERAGE SECTION W (Workmen's Compensation and/or Employer's Liability)**

any employee in the Insured's immediate service shall sustain personal injury and if the Insured shall be liable to pay compensation for such injury under either :

- Workmen's Compensation Act 1923 and/or
- Fatal Accidents Act 1855 and/or
- at Common Law

#### **CONDITIONS**

1. PROVIDED ALWAYS that in the event of any change in the Law(s) or 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
2. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations
3. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to 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 in connection with any such occurrence as aforesaid.
4. 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 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 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.
5. 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 4.

UIN no. – TAG-OT-P15-35-V02-14-15

CIN no. – U85110MH2000PLC 128425

Registered Office: Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G.K. Marg, Lower Parel, Mumbai – 400013

**EXCLUSIONS**

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

1. the Insured’s liability to employees of contractors to the Insured
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured any such party
4. any liability under Fatal Accidents Act 1855 and/or at Common Law unless specified as insured in the Policy Schedule

**PERILS SPECIFIED**

Personal injury sustained by any employee in the Insured’s immediate service by accident or disease arising out of and in the course of his employment by the Insured in the Business and for which the Insured shall be liable to pay compensation.

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