



TOKIO MARINE  
NICHIDO

## **PART A - POLICY WORDINGS**

**(PART A is applicable irrespective of whether specified in the Policy Schedule)**



## WORKMEN'S COMPENSATION INSURANCE

Please read this Policy carefully and see that it meets your requirements

**Whereas** the Insured carrying on the Business described in the Schedule and no 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 Company for 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 or disease arising out of and in course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury

**In accordance with both the Federal Labour Law and Clause 5.2.3 and 9.13 of the Free Zone Rules as applicable**

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) or the substitution of other legislation therefore 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**

- (a) the Insured's liability to employees of contractors to the Insured
- (b) any employee who is not a "WORKMAN" within the meaning of the Law(s)
- (c) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (d) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party

(e) **Political and Nuclear Risks Exclusion**

Any injury by accident or disease or sickness or illness and related expenses directly or indirectly, proximately or remotely, caused by, resulting from, contributed by, arising from or in connection with:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
2. Mutiny, civil commotions assuming the proportion of or amounting to a popular rising, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, confiscation, commandeering, requisition or nationalization, acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization, sabotage.  
\*\* ("Terrorism" means the use of violence for political ends and shall include use of violence for the purpose of putting the public or any section of the public in fear).
3. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
4. Radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof.

In any action, suit or other proceeding in which the Company alleges that by reason of these provisions, any loss or damage or expense is not covered by this insurance, the burden of proving that such loss or damage or expenses is covered shall be upon the Insured.



**\*\* Clarifying comments: "TERRORISM EXCLUSION"**

**Terrorism means any act or use or threat of force which including (but not limited to):**

- (a) endangers the life of a person or persons or involves serious violence against a person or persons.
- (b) Involves damage to property;
- (c) creates a serious risk to the health and safety of public or to any member of the public;
- (d) creates a serious risk to the health and safety of public or to any member of the public;
- (e) interferes with or disturbs any electronic or satellite system; or
- (f) involves the use of firearms, explosives, biological, chemical, nuclear, or other means;
- (g) and which is committed by a person or any group of people, religious or ideological purposes and/or to influence any government or to put any member of the public in fear.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**(f) Institute Chemical, Biological, Biochemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause**

**This clause shall be paramount and shall override anything contained in this Insurance inconsistent therewith**

**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:**

- a. Any chemical, biological, bio-chemical, or electromagnetic weapon
- b. The use or operation, as a means for inflicting harm of any computer, computer system, computer software program, computer virus or process or any other electronic system

**(g) Asbestos Exclusion:**

**This policy does not apply to liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of:**

- (a) asbestos or silica dust
- (b) Asbestos, asbestos products or any product containing asbestos.

**(h) Electro Magnetic Field (EMF) Exclusion:**

**Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss(es) arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic interference.**

**(i) Genetically Modified Organisms (GMO) Exclusion:**

**Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss (es) arising directly or indirectly from Genetically Modified Organisms ("GMO's")**

**For the purpose of this exclusion, GMO's shall mean and include:**

**Organisms or micro-organisms or cells or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change**

**And shall also mean and include:**

**Every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.**

**In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.**



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**(j) Transmissible Spongiform Encephalopathy (TSE) Exclusion:**

**Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss(es) arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeldt-Jakob disease (vCJD).**

**IMPORTANT CLAIM CONDITION REITERATED:**

- *On the happening of an event for which a claim is or may be made under this Policy, the Insured shall:*
  - (i) *immediately give written notice to the Company*
  - (ii) *take all practical steps to avoid, minimize or check any bodily injury or disease*
  - (iii) *retain unaltered and unrepaired anything in any way connected with such event for such time as the Company may reasonably require*
  - (iv) *within thirty days of the event unless a further time has been allowed in writing by the Company at his own expense produce for the Company full particulars of the claim together with details of any other insurance(s) covering the same liability.*
  - (v) *Comply with all statutory requirements concerning work related accidents or disease*
- *Every letter, claim, writ summons and process including knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence as aforesaid, shall be promptly informed, notified or forwarded to the Company immediately and the Insured shall give all such information and assistance as the Company may require.*
- *No admission, offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Company as detailed in the policy condition no. 5.*



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**EMPLOYER'S LIABILITY**

Notwithstanding anything herein to the contrary it is hereby understood and agreed that the indemnity granted by this Policy shall extend to include the Insured's liability at Common Law.

Provided always that

1. The Company shall only be liable for **accidental bodily injury or death** arising out of and in **course of employment (in the occupation stated)** by the Insured in the Business and caused through:
  - (a) the **fault or negligence** of the Insured or fellow employees while engaged in the Business of the Insured
  - (b) **Fault or negligence** of the Insured in **NOT providing**
    - (i) safe plant and machinery;
    - (ii) a safe place of work;
    - (iii) a safe system of work.
2. The Company will pay
  - (i) All costs and expenses recoverable by any claimant from the Insured
  - (ii) All costs and expenses incurred with the **prior written consent** of the Company in respect of any claim for compensation to which the indemnity expressed in this Policy applies.

**Lawyer's Appointment & Conduct of Defense Proceedings:** Any appointment of lawyer must be carried out only with **prior written consent** of the Company and such lawyer is to be **appointed by the Company**. The Company as more detailed in Policy Condition No. 6, shall be entitled, if it so desires, and shall have full discretion to conduct and take over in his name, the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise. Non-compliance of this vital condition, irrespective of whether it has any influence on a claim, completely absolves the Company from assuming liability under this 'Employer's Liability' extension cover and the claim is not indemnifiable.

3. (a) The total amount payable by the Company for compensation and all costs and expenses in respect of any and all claims out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause shall not exceed **the limit specified in the schedule** irrespective of the number of employees who may sustain injury consequent on or attributable to the same source or original cause.
- (b) For the purpose of establishing the total amount payable by the Company in respect of one period of insurance it is understood that for any one claim where injury is caused over a period which extends outside such period of insurance the amount of compensation, costs and expenses indemnifiable arising out of such claim shall be limited to no more than the proportion of the total amount of compensation costs and expenses for the claim as the length of such period of insurance (or part thereof as applicable) bears to the total length of the period during which such injury is caused.
4. If at the time of any claim there shall be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claims, the Company shall only be liable under this Policy for any excess beyond the amount which would be payable under such other indemnity or insurance.

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

- (a) **Recovery from other parties and policies**
  - (i) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
  - (ii) any amount payable or due under any Workmen's Compensation laws, decree, regulations and similar enactments
- (b) Sickness and/or Disease
- (c) Compensation for damage in respect of judgments delivered or obtained otherwise than by a court of competent jurisdiction within the U.A.E.



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- (d) *Costs and expenses of litigation recovered by an original claimant from the Company which are not incurred in and recoverable in the U.A.E.*

**ADDITIONAL EXTENSIONS**

**1) 24 Hours Cover Including Non-Work Related Accidents**

*Notwithstanding anything contained to the contrary in the within mentioned Policy, it is hereby declared and agreed that the cover granted by this Policy is deemed to apply on a 24 hours basis in respect of bodily injury arising out of non-work related accidents for persons under the Sponsorship of the Insured - whose wages are declared to the Company and whilst employed anywhere in UAE.*

*It is understood and agreed that the extension of cover is not applicable whilst the Insured persons are on vacation / annual leave.*

*For the purpose of this endorsement bodily injury means accidental bodily injury - including drowning, gassing or poisoning - resulting in death or disablement.*

*The following exclusions apply to the endorsement: -*

1. *Sickness or disease unless resulting from accidental bodily injury*
2. *Pregnancy or childbirth or other naturally occurring condition*
3. *A cause gradually operating upon the Insured*
4. *Any physical or mental defect or infirmity which was known to the Insured at the time of the occurrence of bodily injury unless it has been declared to and accepted in writing by the Insurers*
5. *Any liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from HIV (Human Immuno-deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and /or any mutant derivative or variations thereof howsoever caused.*
6. *Death or disablement directly or indirectly resulting from the Insured: -*
  - *Committing or attempting to commit suicide or intentionally inflicting self-injury*
  - *Flying or taking part in other aerial activities except where travelling in an aircraft as a passenger and not as aircrew nor for the purpose of any trade or technical operation in or on the aircraft*
  - *Taking part or engaged in motor cycling racing of any kind (other than on foot or while yachting on island or territorial waters) mountain or rock climbing necessitating the use of ropes or guides winter sports, underwater pastimes water ski-ing water polo association football rugby football polo hunting show jumping caving or pot-holding boxing wrestling or the martial arts.*
  - *Being under the influence of intoxicants or drugs unless medical supervision or suffering from insanity.*

**2) Medical Expenses:**

*It is noted and agreed that this insurance is deemed to include coverage for Medical Expenses (incurred in respect of accidents or occupational illness) provided such expenses are incurred in the UAE only. The limit as specified in the schedule per accident per employee insured under the policy.*

**3) Repatriation Expenses:**

*It is hereby declared and agreed that the cover by the policy is extended to include actual expenses incurred by the insured by not exceeding the limit as specified in the schedule per accident per person for repatriation of the body of the deceased employee(s) and/or seriously injured and/or occupationally ill/deceased employee(s) on the advice of Medical Authority and including the cost of Escort.*

**4) Employee to Employee Liability:**

*It is hereby declared and agreed that the Insurers shall treat as though he was the Insured any employee of the Insured in respect of actions brought against the employee personally had the action been brought against the Insured and an indemnity would have been provided by this policy.*



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*The terms common law shall be deemed to include actions brought in the Criminal Courts specified in the Policy Schedule in respect of accidental death of or bodily injury to employee.*

- 1) *Cover while travelling to & from work*
- 2) *Cover while on non-manual business trips abroad excluding war prone countries.*
- 3) *Employees to include persons on their sponsorship and/or their payroll.*
- 4) *Funeral Expenses in case, where mortal remain cannot be repatriated subject to a limit as specified in the policy schedule.*
- 5) *Cover for Hernia, Heatstroke, Sunstroke & Muscle Strain caused due to work accidents.*

**SANCTIONS LIMITATIONS AND EXCLUSION CLAUSE**

**IUA 09 065**

**The (re)insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the (re)insurer (or any parent company, direct or indirect holding company of the (re)insurer) to any penalty or restriction [including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the (re)insurer], arising out of any trade and economic sanctions laws or regulations which are applicable**

**Subject otherwise to the terms exception and conditions of the policy**

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**WORKMEN'S COMPENSATION INSURANCE (EXCLUDED COUNTRIES)**

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**The below listed countries are excluded from coverage under non-manual business trips extension: -**

1. Afghanistan
2. Chad
3. Russia  
(Chechnya, Dagestan, Ingushetia, North Ossetia, Karachay-Cherkessia & Kabardino-Balkaria)
4. Colombia
5. Democratic Republic of Congo
6. Congo - Brazzaville
7. Eritrea
8. Ethiopia
9. Georgia
10. Iraq
11. PA (West Bank and Gaza) & Israel within 45 km of Gaza-Israel border, including Beersheba & Ashdod
12. Niger
13. Nigeria
14. North Korea
15. Somalia
16. Sudan
17. South Sudan
18. Syria
19. Yemen

**If you have any questions, please contact your insurance representative or Tokio Marine agent.**



## **Exclusions: -**

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### **Sanctions Limitations and Exclusion Clause**

The (re)insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the (re)insurer (or any parent company, direct or indirect holding company of the (re)insurer) to any penalty or restriction [including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the (re)insurer], arising out of any trade and economic sanctions laws or regulations which are applicable

### **Communicable Disease Endorsement**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same

LMA5393  
25 March 2020



**PART B – ADDITIONAL ENDORSEMENTS**  
(PART B is applicable only if specified in the Policy Schedule)



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**Of the below mentioned clauses only clauses appearing in the policy schedule are applicable**

<b>Workmen's Compensation Extension Clauses</b>		
<b>S. No.</b>	<b>Clause</b>	<b>Wordings</b>
1	30 Days Cancellation Clause	The Company may cancel this Policy or any Section thereof by giving 30 days' notice by registered letter to the Policyholder at their last known address in which event the Policyholder at the discretion of the Company may receive a pro rata return of premium for the unexpired Period of Insurance.
2	Diya Difference	Notwithstanding anything herein contained to the contrary this policy is hereby extended to cover Employers Liability under Sharia Law for the payment of "Diya". Such indemnity however is limited to the difference between the amount of "Diya" awarded and indemnity provided by virtue of the UAE Federal Law No. 8 of 1980 and/or its amendments.
3	Coverage for new employees	Coverage for new employees on employment visa whilst on incoming flights from their country of origin to UAE, but based on the schedule of compensation of UAE Federal Labour Law
4	Automatic Addition and Deletion Clause	Insurers agree to cover all Employees of the Insured allowing for changes in the workforce during the Period of Insurance subject to the adjustment of the premium at the year-end based on actual wages declared.  Subject otherwise to the terms, conditions, and exceptions of the policy