
Section 14 : Workmen's Compensation

Defined events

If at any time during the period and during the continuance of this section by renewal any workman in the employment of the insured and engaged in an occupation mentioned in the Schedule shall meet with an accident or shall suffer from a scheduled disease which results in such workman's disablement or death whilst engaged in the service of the Insured in work forming part of or process in the business stated in the Schedule the Company will indemnify the Insured against all sums for which the Insured shall become liable;

- (a) under or by virtue of the Botswana Workmen's Compensation Act 1977 as amended.
- (b) at Common Law:
 - (i) in respect of any one workman an amount not exceeding P1,000,000
 - (ii) in respect of any one accident or series of accidents arising out of one event (subject to the aforesaid limit in respect of any one workman) an amount not exceeding P1,000,000

in respect of any claim under Defined event (b) hereof the Company will in addition indemnify the Insured against all costs and expenses:

- 1. recovered by any claimant from the Insured
- 2. incurred with the written consent of the Company.

PROVIDED ALWAYS that the due observance and fulfilment of the terms and conditions of this section in so far as they relate to anything to be done or complied with by the insured shall be conditions precedent to any liability of the Company to make any payment under this section.

Specific conditions

- 1. The Insured shall not admit any liability nor settle any claim except under an order of a competent Court under the Acts ordinances or Proclamations mentioned in this Policy and then only to the extent of such Order and no further without the written authority of the Company but the Company may at its own cost take the absolute control of and use the name of the Insured in any negotiation action or proceedings in connection with any claim and enforce for the benefit of the Company any order made for costs or otherwise of any rights of indemnity vested in the Insured against third parties or sub-contractors. If the Company considers that the insured has reasonable grounds under the Act to appeal against an order granted by a Magistrate or by any competent Court against the Insured then it shall be incumbent on the Insured to do so at the request and expense of the Company.
- 2. The Insured shall at all times employ competent workmen and shall not continue to employ any workman after it shall have come to his knowledge that such workman is by reason of old age or serious physical infirmity or any previous injury specially unfit to follow his work or abnormally liable to incur accidental injury thereat unless such physical infirmity or injury shall have been caused by accident arising out of and in the course of his work and the Company shall have consented to his continued employment.
- 3. The Insured shall at all times use all reasonable diligence in keeping himself acquainted with the state of the ways works machinery and plant connected with or used in his business upon or in the use of which the said workmen shall be employed and in keeping the same in a proper state of repair and if any defect shall be discovered rendering the occupation of any of the workmen more than usually hazardous the Insured shall cause the said defect to be made good and shall in the meantime cause such additional precautions as circumstances may require to be taken. So far as reasonably practicable no alteration or repair shall without the consent of the Company be made to any ways works machinery or plant after any accident shall have occurred in connection therewith until the Company shall have had an opportunity of examining the same.
- 4. The premium for each period of insurance shall be computed upon an estimate of wages and salaries furnished by the Insured which shall include the value of all house rent food commission or other consideration given in addition to wages to the

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workmen of the insured and also amounts paid by the Insured to any sub-contractors for which purpose the Insured shall enter into a regular wage book duly made up each week the name of every person in the employ of the Insured and the Company shall be-under no liability if the name of any workman or the name of a sub-contractor does not appear in proper order in the said wage book. Upon the termination of each period for which premium is paid the Insured shall furnish to the Company a statement of the actual wages and salaries paid during the said period which shall include the value of all house rent food commission or other consideration given in addition to wages to the workmen of the insured and also amounts paid to sub-contractors and should it transpire that the sum estimate differs from that actually paid as wages the consequent difference in premium will be regulated by an additional payment by the Insured to the Company or by an allowance to the insured by the Company. The said wage book shall at all times be open to the inspection of the person or persons authorised by the Company either for verifying the correctness of a claim or adjusting the amount of premium.

5. Notwithstanding anything herein contained to the contrary the Company may call upon the Insured for an immediate adjustment of premium whenever it shall appear that the wages salaries commission or other consideration and the amounts paid to sub-contractors are greater than those which formed the basis of the premium paid for then current.