



Palestine Capital Market Authority

**Decision No. (5\٢) for the year 2007 on the Standard Policy of Workers Insurance  
Issued under the provisions of the Insurance Act No. (20) for the year 2005**

**Article 1: Definitions:**

The words and phrases contained in this decision have the meanings assigned to them in Article (1) of the Insurance Act No. (20) For the year 2005, unless the context indicates otherwise.

**Article 2:**

All Insurance Companies that work in Palestine and deal with Workers Insurance observe to the following matters:

- a. Form of the standard policy of the workers insurance under Appendix (1) of this decision.
- b. Standard compulsory tariff for the workers insurance under Appendix (2) of this decision.

**Article 3:**

The committee that has been formed in accordance with Article 7 of the Act is responsible to assess irregularities that have taken place and determine the fines and criminal proceedings which result from these irregularities. Appendix 3.

**Article 4:**

This decision shall be effective from the date of issuance.

((This decision was issued by the Board of Directors of the Palestine Capital Market Authority in the city of Al-Bireh on 22/2/2007)).

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**Appendix (1)**

**The Standard Insurance Policy against Work Accidents**

**No.:.....**

The insurer, who practices the work described in the attached table to this policy for the purposes of this insurance, submits to the Company ....., named later as "Company" an Insurance Request and Ratification Paper (which are essential of this policy and considered an integral part of it), in order to get insurance and pay later or agree to pay the premium set out in the policy schedule in return of this insurance.

It has been agreed as per this policy that in the event any "Worker" is injured at any time during the period of insurance, whether he was doing a manual or mental work in return of a wage under the supervision of the insurer resulting from accident that happened because of the work to the insured, and if the Insurance Company is liable to pay compensation for such injuries under the law or laws set forth in the table; then the Company (subject to the provisions, exceptions and conditions contained in this policy), is committed to compensate the insured of all sums which the insured shall be responsible from and committed to in addition to paying all fees and expenses that are paid with its consent against any claim for such a compensation.

If there is any change in the law or laws, or if they have been replaced by other legislation, this policy will always be in effect but the Company's liability is limited to the amount that the Company will be responsible for paying it in the case the law or the laws remained with no change or replacement.

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**Exceptions**

1. The Company shall not be liable under this policy for any injury and/or claim and/or responsibility for either:
  - a. Subcontractors who are not included in the coverage and that has been cleanly stated in the Table.
  - b. Any employee who is not a "Worker" in accordance with the law or the laws listed in the Table.
  
2. Company shall not be liable under this coverage for any injury resulting from:
  - a. Heat Stroke and hernia.
  - b. Claims resulting from traffic accidents.
  
3. The Company shall not be liable under this coverage to compensate the following:
  - a. Any amount that the insured is entitled to recover from any party in the absence of an agreement between the insured and this party.
  - b. Death, disability or unemployment or medical expenses (Medication, Hospitalization) resulting from any disease other than occupational diseases.
  - c. The first day of infection.
  - d. Any liability for the insured agreement upon which could have taken place without this agreement.
  
4. The Company shall not be responsible under this policy for any injury caused by and resulting from:
  - a. War, invasion, acts of foreign enemy or hostilities or warlike operations (whether war is declared or not), civil war or rebellion, or riot or a strike of workers or the military uprising, rebellion or revolution or coup d'état or a usurped power.
  - b. Terrorist acts committed by a person or persons having in connection with any organization for the purpose of this insurance. Terrorism means the use of violence for political ends and includes any use of violence to put the community or any part thereof in a state of fear.

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- c. Nuclear weapons or materials or ionizing radiation or radioactive contamination emanating from any nuclear fuel or any nuclear waste resulting from the combustion of nuclear fuel or any nuclear fission's.

**Conditions and Terms**

1. The policy and the table are considered as one contract and every word or phrase that has special meaning in any part of the policy or the table has the same meaning wherever it is mentioned.

2. Correspondence:

It must submit all written correspondence, notices and communication which are required by the provisions of this policy to the Company (address shown in the policy).

3. Means of Prevention and Safety:

The insured has to take reasonable and appropriate precautions to prevent all risks of accidents and apply all legal obligations, and in particular compliance with the rules of the Articles and rules of safety and prevention included in the labor Law.

4. Incident Report:

The insured shall notify the Company within 48 hours from the time of the occurrence of any accident that may subject of a claim for compensation under this policy showing all the details "according to the Reporting Form for a Work Injury."

5. Medical Expenses:

The actual medical expenses will be dependent upon the Labor Law and regulations, and the insurer shall bear the amount shown in the policy's agenda as fees for the accident medical expenses only.

On the other hand, the medical treatment should take place for any injury resulting from an accident at work in the clinics and hospitals in Palestine, if necessary the injured can be treated outside Palestine based on official medical report that justify the referral .

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**6. Legal claims:**

- The insurer has to notify the Company of each message or claim or any court order that has to attend immediately upon receiving it.
- The insurer must notify the Company of any expected claim or investigation or any legal action regarding the mentioned incident.
- The insurer shall provide the information, data and assistance that the Company may need in order to defend any labor case.
- The Company has the right to appoint the insurer to defend on its behalf with respect to any claim for compensation or a reconciliation of this claim in coordination with it (in writing).
- The Company is entitled to plead (lawsuit) on behalf of the insurer for its own benefit in respect of any claim.
- The Company shall have absolute freedom to follow up any legal proceedings or make any reconciliation or make the payment of any claim for its own benefit.
- The insurer or his representative is not entitled to admit his responsibility on any incident or pay any amount for it without a written approval of the Company. That will not prevent the insurer from disclosing the fact to the official Authorities.
- If the amount that the Company has to pay for the commitment of the insurer (that mentioned in the policy) is more than the amount that would have been payable under this policy pertaining to that commitment; then the Company will be entitled to recover the deference from the insurer.

**7. Fraud or Forgery in Claims:**

- The insurer loses all rights that he has under this policy if the claim involved:
  - Deliberate fraud.
  - Present false statements.
  - Present any false confession in support of his claim.
  - The use of means and methods of fraud by the insurer or his representative to obtain a benefit.

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- The Company has the right to cancel this coverage because of irregularities mentioned above as set forth in item 10.

**8. Insurance Application Form.**

Filling out the application of insurance and signing it by the insurer or his representative is considered a recognition from them that the data and information provided in it is accurate, and are considered precedent conditions to with regard to the company's have responsibilities on the Company.

**9. Primary Annual Premium:**

- a. Premium would be calculated on the basis of total wages and salaries and other income paid by the insurer to "Workers" during the period of insurance.
- b. The insurer has to maintain regular records containing the payroll and mentioning the wages, salaries and any other income paid to them.
- c. The insurer has to allow the Company at any time, to check these records to make sure that the insured workers are registered and working with him and under his direct control.
- d. The insured is committed to provide the correct statement to the Company for all the wages, salaries and other income paid during any period of insurance and within a maximum period of one calendar month of the said expiry date period of insurance.

**10. Final Annual Premium:**

If the value of wages, salaries and other incomes are different from those that the amount of the primary premium paid for them. It will:-

- a. Reconcile the difference in the premium by paying it to the Company.
- b. Return the premium by the Company to the insurer as the case may be, provided that the returned premium is no more than 50% of the primary premium.

**11. Cancellation of Insurance Coverage:**

- a. The Company is entitled to cancel the insurance coverage by sending a notice of a thirty day duration from the date receiving the Registered Mail by the insurer at his last known address.

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b. The premium is settled\reconciled under section 10 above.

**12. Supersedure:**

The right of the injured worker and the employer (Insurer) becomes invalid to claim for a compensation for any injury after two years of its happening.

**13. Jurisdiction:**

The Palestinian courts are specialized to consider any dispute that may arise and it is the only party that has the right to decide on any action of any dispute or claim, controversy or claim arising on the basis of this policy.

**14. Overtime Working Hours:**

If the insurer doesn't declare the wages and salaries paid to "Workers" for overtime or holiday and the Company does not charge for the additional premium for that, then it shall not be liable for injuries that may cause to the workers during overtime working hours or public holidays. In all cases the Company's responsibility depends on the wages, salaries and incomes paid for daily hours of work on the bases of which the premium has been calculated.

**Special Conditions:**

1. No policy can be issued without specifying the names and salaries except in the following cases:-
  - a. Companies that their number of workers and employees exceeds the number of twenty-five.
  - b. Construction Contractors or Subcontractors, whose worker accept to have their wage as a percentage of contracting work.

Sine qua non (an indispensable condition):-

- a. The Company has to receive the amounts of wages and salaries paid per month for companies that their workers are more than twenty five in number.

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- b. Settle the final premium value on the basis of wages and salaries that actually paid during the year of insurance for all policies regardless the way they are issued.
  - c. Not more than 50% of the primary premium is returned at the beginning of the coverage period.
2. Death cases and/or Full\Partial Disability
- a. The insurer or the injured has to provide the Insurance Company with the following:
    1. Medical Reports from the Medical Center, whose medical treatment has taken place.
    2. A copy of the notice of injury, addressed to the Ministry of Labor.
    3. Reports of Competent Medical Committees that determine the type of the injury and level of disability and duration of unemployment.
  - b. The Insurance Company is entitled to challenge any Medical Report as given by law.

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**Policy's Agenda\Table**

Policy Number: ع\	Branch\Agent:		
Insurer Name and Address:			
Insurer Job:			
Law/Laws: According to the rules of the Palestinian Labor Law No. (7) for the year 2000 and regulations issued there under the insurer has to pay the amount of one hundred (100) Sequel for medical expenses only.			
Insurance Coverage Period:			
a. From: _____ To: _____ (Included Both Days)			
b. Any other period paid by the insurer or agreed to pay the renewal premium and the Company accepts that premium.			
<b><u>Primary Premium:</u></b>			
(According to condition 9 of the policy, this premium is subject to settlement at the end of the period of insurance coverage based on statements of the names and salaries that will be provided by the Company on a monthly basis by the insurer).			
Estimate the wages, salaries and other income which the primary premium was calculated and based on:			
Premium Details:			
<b>Main Premium</b>	<b>Issuance Fees</b>	<b>Stamps</b>	<b>Total</b>
The Geographical Scope of Insurance Coverage: While the workers perform their tasks during the official work shifts in the following locations:			
Insured Work Places			
A brief description of this work			
- This policy is subject to the attached short duration condition			

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Signed by the Company:  On: _____ Date: _____	Signed on behalf in the insurer who confirms, accepts and understands the content of the policy and accept it:  Date: _____
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