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**POLICY CONDITIONS  
SURINAAMSE ONGEVALLEN  
REGELING (S.O.R.)**

MAART 2023

***ZEKER IS ZEKER***

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# WORKMEN'S COMPENSATION TERMS AND CONDITIONS NO. SOR III

## **Article 1 Notification of modifications to the risk**

The employer is obliged within fourteen days to notify the insurer as regards modifications as to the nature or size of the enterprise or business, which may influence the accidental risk.

## **Article 2 Notification of decisions**

The employer is obliged forthwith to notify the insurer and to allow perusal of decisions taken by the legally competent administrative or judicial authority, by virtue of which in his enterprise still other businesses subject to benefit liability, than those mentioned in the policy, are conducted.

## **Article 3 Information**

The employer undertakes to furnish insurer any information so requested as regards his enterprise, the risk, the wages, and the accidents.

## **Article 4 Coverage**

According to article 4.1., the Suriname Accident Scheme aims to compensate an employee if an accident occurs to him in connection with the exercise of his profession, or if he is affected by an occupational illness, with due observance of article 4.2 paragraph 3. Accidents from home going to work and vice versa are also counted as employment-related accidents.

## **Article 5 Working from home**

The SOR insurance not only covers occupational illnesses and/ or industrial accidents in the workplace, as included in the *Surinaamse Ongevallenregeling*, but also in the home situation. The home situation means the private and domestic circumstances of the employee who may share the aforementioned circumstances with family members and/ or other housemates.

### **5.1. Home workers are covered under the following conditions:**

1. The employee has permission from his/ her employer to be able to carry out the administrative activities from home during the period specified by the employer.
2. The employer provides a healthy and safe workplace for the employee at home, in accordance with the work situation in the company or office, which complies with the guidelines of the *Surinaamse Ongevallenregeling*.
3. The employer provides its employees who work from home with the correct resources and devices to perform their work.

### **5.2. Exclusions:**

1. Traffic accidents: there is no travel time when working from home;
2. Accidents related to cooking, gardening and/ or other industrial incidents that do not fit within the employee's job description;
3. Occupational illnesses or disorders as a result of the absence of point 2 and 3 of article 4.1.
4. Negligence of the employee to make use of the offer as included in points 2 and 3 of the article 4.1.

**Article 6 Statement of wages**

**6.1.** The employer is obliged in an accurate, complete, and truthful manner, to keep a record of the wages paid to each employee and this in such manner that each wage paid must have been reported within 7 days following payment.

**6.2.** The payroll sheets shall ever be on site, where the enterprise is domiciled.

**6.3.** The employer is always obliged to allow perusal of the statement of wages or further documents related to the wages if the insurer or his authorized representative may deem such necessary.

**6.4.** The employer is obliged to submit the statement of wages at the date mentioned thereon at the office of the insurer.

**Article 7 Modification to the calculation of premium**

**7.1.** If any business that is subject to benefit liability and that belongs to the enterprise of the employer, whether or not in conjunction with a full or partial revision of the tariff, determined by the competent authority, is categorized into another class of risk, or said authority confers another premium figure thereto, as of the inception date of the categorization referred to in the decision, the most recent premium rate effective for said business shall be adjusted accordingly.

**7.2.** Based on the adjusted premium rate the calculation of premium shall be modified also in the course of and during the remainder of the policy year.

**7.3.** After modifying the calculation of premium, the employer shall pay the difference that is at his expense, or he shall receive from the insurer the difference released in his favor. One thing and the other, if necessary, on first demand of the person entitled to receive.

**Article 8 Payment of premium**

**8.1.** All payments of premiums shall be done at receipt issued by the insurer, except for the first payment of premium as regards to which the policy shall serve as receipt.

**8.2.** Upon the commencement of each policy year, the premium shall be indebted for the full year, unless parties have agreed otherwise.

**8.3.** The premium shall be payable at the office of the insurer; in case the premium receipt has not been offered timely to the employer, this shall not discharge employer from his obligation to pay timely.

**8.4.** If the premium has not been paid within 14 days following the date of maturity, then the insurance shall be suspended without a prior notice of default being required; said suspension shall be deemed to have become effective on the first day of the term over which the overdue premium is indebted.

**8.5.** The insurance shall only enter into force again 24 hours after the overdue premium, increased by 6% interest and collection costs, whether or not after judicial collection, has been fully paid and has been accepted by the insurer.

**Article 9 Commencement and duration of the agreement**

**9.1.** This agreement shall enter into force on the date mentioned on the front side of the policy. It shall continue up to the next December 31.

**9.2.** The agreement shall each time be continued for one calendar year, unless either party to this contract by registered letter to the other party, prior to September 01 of any year, cancels the agreement.

**9.3.** In the event the enterprise changes ownership, the employer shall notify the insurer thereof as soon as possible. The insurance shall remain in force for the new employer, unless the insurer within fourteen days following the notification of transfer, makes it known that he does not wish to continue the insurance. The insurance shall then terminate on the date indicated by the insurer, which date may not be earlier than fourteen days following the cancellation.

#### **Article 10 Notification of an accident**

**10.1.** If an employee meets with an accident as referred to in article 4 of the "Accident Regulations", the employer and the person who represents the employer on site of the accident, shall be obliged to ensure that as soon as the consequences of that accident make medical help reasonably necessary, expert medical help shall be provided. The employee, who met with such an accident, even if he believes that immediate medical help is not required, shall be obliged to notify the employer or the person who represents him, of the accident concerned.

**10.2.** The employer and the person who represents the employer on site of the accident shall furthermore be obliged within three times 24 hours after the consequences of the accident made medical help necessary, to notify the accident by submitting a completed form in duplicate at the office of the insurer. The forms shall be available at the office of the insurer.

**10.3.** The notification shall bear the signature of the person who notifies and the signature of the doctor.

**10.4.** The insurer shall send to the employer an acknowledgement of receipt of the forms.

**10.5.** The obligation as referred to in the 2nd paragraph of this article only exists in case the employer as a result of the accident, has not been able to perform his normal activities for longer than 24 hours.

#### **Article 11 Claim Settlement**

**11.1.** The claim settlement shall be done by the insurer in pursuance of the provisions laid down in article 6 of the "Accident Regulations".

**11.2.** The insurer shall be entitled to pay the damages directly to the afflicted employee, in conformity with the provisions laid down in article 10 sub 6b of the accident scheme and said payment shall discharge him towards the employee.

#### **Article 12 Address**

The registered office of the insurer in Paramaribo shall be considered its address. The most recent address stated by the employer to the insurer shall be considered his address.