



## **SHRIRAM GENERAL INSURANCE COMPANY LTD**

### **WORKMEN'S COMPENSATION POLICY**

WHEREAS the insured carrying on the Business described in the Schedule and no other for the purpose of his 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 Shriram General Insurance Company Ltd 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 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 the course of his employment by the insured in the Business and if the Insured shall be liable to pay compensation for such injury either under

the Laws (s) set out in the Schedule  
or at  
Common Law

then subject to the terms exception 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 changes in the law(s) or the substitution of other legislation thereof 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.

Law(s)

1. The Workmen's Compensation Act, 1923 and subsequent amendments of the said Act, prior to the date of the issue of Policy. 2. The Fatal Accidents Act, 1855.

It is hereby understood and agreed that the Workmen's Compensation (Amendment) Acts, of 1959 (8 of 1959, and 1962 (64 of 1962) and 1976 (65 of 1976) and 1984 (22 of 1984) and 1995 (30 of 1995) and 2000 (46 of 2000) and deemed to be added to the Laws set out in the Schedule to the Policy.

Provided that the Insurance granted hereunder is not extended to include :

- (i) any interest and/or penalty imposed on the Insured on account of his/her failure to comply with the requirements laid down under the W. C. Act. 1923 and
- (ii) any compensation payable on account of occupational diseases listed in part 'C' of schedule III of the W. C. Act. 1923

### **EXCEPTIONS**

- 1. The Company shall not be liable under this Policy in respect of
  - (a) any injury by accident or disease, directly attributable to war, invasion, act of foreign enemy, hostilities (Whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
  - (b) the insured's liability to employees of contractors to the insured.
  - (c) any employee who is not a "workman within meaning of the Law(s)"
  - (d) any liability of the insured which is attached by virtue of an agreement but which would not have attached in the absence of such an agreement.



## **SHRIRAM GENERAL INSURANCE COMPANY LTD**

- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
2. This Policy does not cover :
- (a) any accident or any loss or destruction of or damage to any property whatsoever or any loss of expenses whatsoever resulting or arising therefrom or any consequential loss.
  - (b) any legal liability of whatsoever nature.
  - (c) payment of compensation in respect of death, injury, disablement, of the insured person, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
3. The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### **CONDITION**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this policy shall delivered in writing to the Company.
3. The insured shall take reasonable precaution to prevent accidents and diseases and shall comply with all statutory obligations.
4. 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 shall insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
6. 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 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 the 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.
7. 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 6.



## **SHRIRAM GENERAL INSURANCE COMPANY LTD**

8. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitraion as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

"It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. The due observance and fulfilment of terms, conditions and endorsements of this policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answer in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **NOTE :**

IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.

### **ENDORSEMENTS ATTACHED TO THE W.C. POLICY UPON PAYMENT OF ADDITIONAL PREMIUM AND SPECIFIC COVERAGE FOR THE SAME BEING SPECIFIED IN THE POLICY SHEDULE.**

#### **1. FOR COVERAGE FOR CONTRACT WORKMEN**

**ENDORSEMENT 179** It is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured while engaged in the business and occupations in respect of which the within Policy is granted, but only so far as regard claims under the Workmen's Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy, the premium in respect of such extended insurance to be calculated.

In consideration of the above additional premium of **Rs. \_\_\_\_\_** is hereby charged to the insured. Subject to otherwise to the terms, provisions and conditions of the within Policy.

#### **2. FOR COVERAGE FOR MEDICAL EXPENSES**

**ENDORSEMENT 345** In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy subject to its terms provisions and conditions is extended to indemnify the Insured in respect of the reasonable medical surgical and hospital



## **SHRIRAM GENERAL INSURANCE COMPANY LTD**

expenses (including cost of conveyance to hospital) incurred by the Insured in connection with any case of injury to which the indemnity granted under this policy applies or would have applied had disablement exceeded three days.

Provided always that the liability of the Company under this endorsement shall be limited to **Rs.....**in respect of any one case of injury.

### **3. OTHER ENDOSEMENTS (TO SPECIFY)**