

Policy Wording – Employees Compensation Insurance Policy

I. Preamble:

WHEREAS, the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to Bharti Axa General Insurance Company Limited (hereinafter called “the Company”) for the insurance hereinafter contained for the **Business** described in the **Schedule** and has paid or agreed to pay the premium stated in the **Schedule** as consideration for such insurance.

NOW THIS **POLICY** WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the **Period of Insurance** any **Employee or Employees** of the **Insured** shall sustain **Injury** by accident arising out of and in the course of his/her employment in the **Business**, for which the **Insured** is liable to pay compensation under any Law(s) specified in the **Schedule**, then the Company shall indemnify the **Insured** upto the **Limit of Indemnity** specified in the schedule against all sums for which the **Insured** shall be so liable, including costs and expenses for defending any such claim incurred with the Company’s consent.

PROVIDED ALWAYS that, in the event of any change in the Law(s) or the substitution of other legislation therefor, 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.

II. Definitions:

This Policy, the **Schedule** and any Clauses thereon shall be considered one document and any word or expression to which a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

1. **Business** means the Business of the **Insured** as specified in the **Schedule** in respect of which this Policy is issued.
2. **Injury** means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, **Occupational Disease**, unless caused by such physical bodily injury.
3. **Insured** means the person or organization specified in the Policy **Schedule** but does not include their Contractors or Sub Contractors.
4. **Occupational Disease** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees’ Compensation Act. 1923 contracted by an **Employee** due to employment in the **Business**.
5. **Wages** means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension

or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

6. **Employee or Employees** means such person or persons in direct employment under the **Insured** in the **Business**, but shall not include any person employed under a Contractor or Sub-Contractor of the **Insured** unless specifically shown as covered in the **Schedule and by an endorsement**.
7. **Schedule** means the Schedule attached to and forming part of this **Policy**.
8. **Period of Insurance** means the period for which this insurance is availed by the **Insured** as specified in the **Schedule**, unless cancelled earlier.
9. **Limit of Indemnity** means the maximum amount of indemnity as specified in the **Schedule** that will be provided under this Policy by the Company in respect of
 - a) any particular claim by an **Employee** and
 - b) all claims arising out of all accidents for any number of **Employees** during the **Period of Insurance**.

III. EXCLUSIONS

This Policy shall not cover liability of the **Insured** in respect of or related to,

- a) For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or 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, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

- c) Accident occurring at any other place than the Place or Places of Employment specified in the **Schedule**, unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.

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- d) For **Occupational Diseases** contracted by an **Employee**
- e) For interest and/or penalty imposed on the **Insured** under any law or otherwise.
- f) Under any Law for medical expenses in connection with treatment of any **Injury** sustained by an **Employee**
- g) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Schedule**
- h) For **Injury** sustained by person whilst in the employment of the **Insured** in business other than what is mentioned in the policy or in respect of employee/s who are not specifically mentioned in the policy schedule,
- i) Assumed by agreement which would not have attached in the absence of such agreement
- j) For any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
- k) For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs.
- l) For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

CONDITIONS

1. **The Contract:** This **Policy** and the **Schedule** shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the **Policy** or the **Schedule**.
2. **Due Observance:** The due observance and fulfilment of the 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** shall be condition precedent to any liability of the Company to make any payment under this **Policy**.
3. **Mis-representation/Non-Disclosure:** This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the **Insured** is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.
4. **Written Communication:** Every notice or communication to be given or made under this **Policy** shall be delivered in writing to the Company.

5. **Safeguards:** The **Insured** shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the **Business**.
6. **Claim Intimation:** In the event of any occurrence which may give rise to a claim under this **Policy**, the **Insured** shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately the **Insured** shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
7. **Company's Rights After Loss:** 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, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his/her/their 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.
8. **Declaration of Employees and Wages:** It is clearly agreed and Understood that the **Insured** shall be bound at all times to declare all **Employees** and **Wages** payable in respect of such **Employees** on the basis of which the Premium for this Policy is calculated.

In case of increase in **Employees** or **Wages** subsequent to insurance, the **Insured** shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium.

The **Insured** shall as and when required by the Company permit inspection of its records to verify the **Wages** and **Employees** and shall also provide duly authenticated copies thereof if so required the Company.
9. **Average:** Notwithstanding anything contained hereinabove,
 - (i) a) If the number of **Employees** (whether on duty or otherwise) employed by the **Insured** on the date of accident is higher than the number covered under this Policy, the Company shall indemnify **Insured's** liability arising out of such accident, only in such proportion that the number of **Employees** covered bears to the **Employees** found employed on the date of accident.
 - b) If the amount of **Wages** declared for this insurance for all **Employees** is less than the actual **Wages** paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the **Wages** declared bears to the **Wages** paid. For the purpose of this clause, the **Wages** declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual **wages** paid during such period to determine applicability of this clause.

- c) If the liability of the **Insured** for any claim by an **Employee** is determined on the basis of **Wages** higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the **Wages** covered under the Policy for the **Employee/Employees** bears to the **Wages** on the basis of which **Insured** is held liable. For the purpose of this clause, the **Wages** covered in respect of any **Employee** shall be deemed to be the average wage per **Employee** in the category under which the **Employee** falls as specified in the **Schedule**, unless actual **Wages** paid at the time of accident is substantiated by submission of documentary evidence to the Company.
- (ii) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.
10. **Maintenance of record of Employees/Wages:** The **Insured** undertakes to maintain an accurate record of the **Employees** and **Wages** in respect of the **Business** throughout the **Period of Insurance**, in compliance with all statutory requirements or otherwise, and allow the **Company** to inspect such records during or upon expiry of this **Policy**.
11. **Contribution :** If at the time of the happening of an accident covered by this **Policy** there shall be any other insurance covering the same risk in respect of the **Employee** whether or not effected by the **Insured**, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.
12. **Cancellation:** The **Company** or the **Insured** may cancel this **Policy** by sending at least 15 days written notice to the other party at his/her/their last known address and in such event the premium shall be adjusted in accordance with Condition 8 above.
13. **Forfeiture:** If the **Insured** shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the **Policy** shall become void and all claims will stand forfeited.
14. **Arbitration:**
- a) If any dispute or difference shall arise as to the quantum to be paid under this **Policy** (liability being otherwise admitted) in respect of any claim, such difference shall independently of all other question 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 to a panel of three arbitrators to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian law. The venue of arbitration shall be within India.
- b) It is clearly agreed and understood that no reference to arbitration can be made if the **Company** has either not admitted or has disputed liability in respect of any claim under or in respect of this **Policy**.
- c) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

d) It is further expressly agreed and declared that if the **Company** shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

15. **Law and Jurisdiction:** It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised with competent court of India. All claims shall be paid in Indian Rupees only.

Office of the Ombudsman	Areas of Jurisdiction	Name of the Ombudsman and Office Address
AHMEDABAD	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in
BENGALURU	Karnataka.	Shri. M. Parshad (Ombudsman) Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in
BHOPAL	Madhya Pradesh & Chhattisgarh	Shri. R K Srivastava (Ombudsman) Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.)-462023 Tel.:- 0755-2569201, Fax : 0755-2769203 Email: bimalokpalbhopal@airtelmail.in
BHUBANESHWAR	Orissa	Shri. B. N. Mishra (ombudsman) Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
CHANDIGARH	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	Shri Manik Sonawane (Ombudsman) Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in
CHENNAI	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.

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Bharti AXA General Insurance Company Limited, 1st Floor, Ferns Icon, Survey No.28, Doddanekundi, Bangalore – 560037. Telephone: + 91 80 49123900

		Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
NEW DELHI	Delhi	Smt. Sandhya Baliga (Ombudsman) Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237539 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in
GUWAHATI	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in
HYDERABAD	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	Shri. G. Rajeswara Rao (Ombudsman) Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
JAIPUR	Rajasthan.	Shri. Ashok K. Jain (Ombudsman) Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in
ERNAKULAM	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyards, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
KOLKATA	West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands.	Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
LUCKNOW	Uttar Pradesh and Uttaranchal	Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310

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Bharti AXA General Insurance Company Limited, 1st Floor, Ferns Icon, Survey No.28, Doddanekundi,
Bangalore – 560037. Telephone: + 91 80 49123900

		Email: bimalokpal.lucknow@gbic.co.in
MUMBAI	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in
PUNE	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in