

EMPLOYEES COMPENSATION INSURANCE POLICY -POLICY WORDING

EMPLOYEES COMPENSATION INSURANCE

POLICY WORDING

WHEREAS the **Insured**, by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to Edelweiss 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 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** up to the **Limit of Indemnity** 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.

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**.

EXCLUSIONS

This Policy shall not cover liability of the **Insured**:

- 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) 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**;
- c) For **Occupational Diseases** contracted by an **Employee**;
- d) For interest and/or penalty imposed on the **Insured** under any law or otherwise;
- e) Under any Law, for medical expenses in connection with treatment of any **Injury** sustained by an **Employee**;
- f) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Schedule**;

- g) For **Injury** sustained by person whilst in the employ of the **Insured** otherwise than in the **Business** and/or who has is not declared for insurance under this Policy;
- h) Assumed by agreement which would not have attached in the absence of such agreement;
- i) 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;
- j) For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs;
- k) For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

SPECIFIC EXCLUSION:

It is hereby understood and agreed that this Policy shall neither apply to nor cover any actual or alleged liability whatsoever against any claim(s) in respect of loss(s), directly or indirectly, arising out of, resulting from or in consequence of asbestos, in whatever form or quantity. This exclusion shall be applicable regardless of whether this Policy extends to covers against occupational diseases or not.

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 once 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 its name the defence or settlement of any claim or to prosecute in its 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, **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 its 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 questions, be referred to the decision of a sole arbitrator to be appointed, in writing, by the parties 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, 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 there under shall be governed by Indian laws and any legal proceedings in respect thereof shall be raised in a competent court of India. All claims shall be paid in Indian Rupees only.

GRIEVANCE MECHANISM:

In case of any grievance of Yours is sent in a written communication to Us at any of the touch points as mentioned below, it shall be addressed within T+14 days of the receipt of the complaint.

Please find the below escalation matrix:

Step 1

Call us at: 180012000

Email us at: support@edelweissinsurance.com

Step 2

If You do not receive any resolution to Your complaint within T+14 or if the response is not as per Your expectations, please feel free to contact our Grievance Redressal Officer.

Email: grievanceofficer@edelweissinsurance.com

Step 3

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India ('IRDAI') on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO.: 155255

Email ID: complaints@irda.gov.in

Register online at: <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District

Nanakramguda, Gachibowli

Hyderabad – 500032

Step 4

If the complaint/grievance has still not been resolved You may approach the office of the Insurance Ombudsman established by the Central Government of India as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

Duties and functions of the Insurance Ombudsman under Rule 13 of the Ombudsman Rules:

The Insurance Ombudsman may receive and consider the following complaints:

- Complaints under Rule 14 (as mentioned below);
- Any partial or total repudiation of claims by an insurer;
- Any dispute in regard to premium paid or payable in terms of the policy;
- Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- Delay in settlement of claims;
- Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

- Any person who has a grievance against the Company/Us, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
- The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
- No complaint to the Ombudsman shall lie unless:
- the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected

the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;

- the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
- The complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.

Mentioned below are the contact details of the Offices of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU 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@ecoi.co.in	State of Karnataka.
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Odisha.
CHANDIGARH Office of the Insurance Ombudsman,	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union

<p>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@ecoi.co.in</p>	<p>Territory of Ladakh and Union Territory of Chandigarh.</p>
<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in</p>	<p>State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).</p>
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- bimalokpal.delhi@ecoi.co.in</p>	<p>State of Delhi</p>
<p>ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in</p>	<p>State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry</p>
<p>GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- bimalokpal.guwahati@ecoi.co.in</p>	<p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD 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- 67504123 / 23312122</p>	<p>States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry.</p>

<p>Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in</p>	
<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in</p>	<p>State of Rajasthan.</p>
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in</p>	<p>States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands.</p>
<p>LUCKNOW 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. Email:- bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI 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@ecoi.co.in</p>	<p>State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>

<p>PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in</p>	<p>States of Bihar and Jharkhand.</p>
<p>PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- bimalokpal.pune@ecoi.co.in</p>	<p>State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region.</p>