



Employees Compensation Insurance

UIN: IRDAN102CP0001V02201920

Policy Wordings

WHEREAS the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to Royal Sundaram General Insurance Co. 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** upto 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.

Business means the **Business** of the **Insured** as specified in the **Schedule** in respect of which this Policy is issued.

Employee or Employees mean 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** by an endorsement.

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**.

Insured means the person or organization specified in the Policy **Schedule** but does not include their Contractors or Sub Contractors.

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
- b) all claims arising out of all accidents for any number of **Employees** during the Period of Insurance.

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**.



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Period of Insurance means the period for which this insurance is availed by the **Insured** as specified in the **Schedule**, unless cancelled earlier.

Schedule means the **Policy Schedule** attached to and forming part of this Policy.

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.

We/Us/Our/Company means Royal Sundaram General Insurance Co. Limited

STANDARD 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, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) For 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 a person whilst in the employment of the **Insured** otherwise than in the **Business** and/or who 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.



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- k) For any Incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.
- l) 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.

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. Safe guards: 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. 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 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.



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7. 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 by the Company.

8. 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 the **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 that 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 the **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 are found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

9. 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.

10. 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



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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.

11. 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 salary 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 with one month from 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.

12. Cancellation: The Company or the **Insured** may cancel the Policy by sending at least 15 days' written notice to the other party at his last known address and in such event the premium shall be adjusted in accordance with Condition 11 above. The insurer can cancel the policy only on the grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation of the insured.

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 claim /premium will stand forfeited.

14. Arbitration:

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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 Law and any legal proceeding in respect thereof shall be raised in a competent court of India. All claims shall be paid in Indian Rupees only.

16. Renewal: This Policy will terminate at the expiration of the period for which the premium has been paid or on the Policy End Date shown in the Proposal Form and Schedule, whichever is earlier. **We** will not be bound to accept any renewal **Premium** nor give notice to the Insured that such renewal is due. No receipt for renewal **Premium** is valid except on the official form issued by the Company.

17. Claim intimation: -

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 when the Insured shall have knowledge of any



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impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.

Grievance Redressal Procedure:

1. In case of any grievance the **insured person** may contact the company through

Website: <https://www.royalsundaram.in/customer-service>

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

Sr. Citizen can email us at : seniorcitizengrievances@royalsundaram.in

Senior Citizen Grievance Number - 9500413019

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai – 600097.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If **insured person** is not satisfied with the redressal of grievance through one of the above methods, **insured person** may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer (GRO),

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR), Karapakkam,

Chennai – 600097.

GRO Contact Number – 9500413094

For updated details of grievance officer, kindly refer the link <http://www.royalsundaram.in>.

If **Insured Person** is not satisfied with the redressal of grievance through above methods, the **insured person** may also approach the office of Insurance Ombudsman of the respective area/region for redressal



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of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://bimabharosa.irdai.gov.in>.

2. Consumer Affairs Department of IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution, You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at <https://bimabharosa.irdai.gov.in/>

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.

c. You can visit the portal <https://bimabharosa.irdai.gov.in/> for more details.

3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in or of Council for Insurance Ombudsman at <https://www.cioins.co.in/ombudsman> or on company website www.royalsundaram.in.