

Introduction:

An Employee's Compensation Insurance Policy (also known as a Workmen's Compensation Insurance Policy) provides essential coverage to businesses against financial liabilities. However, such liabilities should arise from workplace injuries or illnesses suffered by employees during the course of their employment.

Who is providing the Coverage?

Royal Sundaram General Insurance Co. Limited is providing the coverage under this Policy.

Who can avail "Employees Compensation Insurance"?

Any employer who hires "employees" as defined by the Employee's Compensation Act, 1923, can purchase employee compensation insurance.

What is the coverage under the policy?

The policy provides coverage for Accidental death, Permanent total or Partial Disability, and Temporary total disability suffered by the employees at the workplace during working hours

Additionally, the policy also covers the following on payment of an additional premium: -

1. Medical Expenses
2. Cover for Occupational disease as specified in Schedule III of Employee's Compensation Act
3. Terrorism
4. Workers/ employees engaged in the Jobs listed below: -
 - a) Excavation, Tunneling, and Blasting works in connection with Mining and Quarrying, including the use of Explosives
 - b) Underground/ Underwater/ Subaqueous/ Offshore Works
 - c) Oil or Gas Producing/ Refining/ Distribution and Allied
 - d) Ship Building, Repairing, and Breaking
 - e) Contractors engaged in the Demolition of buildings, the Collection and Removal of Scrap Metal

What is the Sum Insured under the Policy?

The total earnings of the employees in the organization, calculated based on their monthly/annual wages, will be the Sum insured under the policy.

What is the Period of Insurance?

The policy will be usually for a period of one year. However, kindly refer to the policy schedule for the same.

What are the exclusions under the policy?

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 the 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.
- 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.

What is the claims procedure under the policy?

Simple step-by-step process: -

1. **Report:** The employee must immediately notify their employer about the work-related injury or illness.
2. **Medical treatment / advise:** The employee should seek immediate medical attention for the injury or illness.

3. **Claim intimation**: The employer/insured should intimate the insurer.
4. **Document Submission**: Insured should submit Claim Form and other documents that is directly related to claim.
5. **Claims processing**: We will review the claim details, including medical reports and incident details. We may also investigate the claim to verify the details and determine liability.
6. **Claims settlement**: The claim amount will be released by the Insurance Company once the compensation amount is finalised.

What is the procedure for cancellation of the policy?

- 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 the following Condition stated below.
- 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.

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.

Section 41 in the Insurance Act, 1938**41. Prohibition of rebates**

(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Note: In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.