

INDUSIND EMPLOYEES COMPENSATION INSURANCE - POLICY WORDING

PREAMBLE

WHEREAS the Insured by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to IndusInd General Insurance Co Ltd. (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

Certain words used in this Policy and shown in bold are defined hereunder and shall have meaning wherever they appear in this Policy.

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

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.

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.

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;

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.

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

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

Limit of Liability means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by the Company in respect of

- Any particular claim by an Employee and
- 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:

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

the Schedule.

- f. 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.
- g. Assumed by agreement which would not have attached in the absence of such agreement.
- h. 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.
- l. For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- j. 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 name for its own benefit any claim for indemnity or damages or otherwise and shall have full descretion 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. **Duty to Declare Employees & 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 require 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 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 a competent court of India. All claims shall be paid in Indian Rupees only.

