

The Personal Injuries (Compensation Insurance) Rules, 1972

UNION OF INDIA

India

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Rule

THE-PERSONAL-INJURIES-COMPENSATION-INSURANCE-RULES-1972 of 1972

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The Personal Injuries (Compensation Insurance) Rules, 1972 Published vide S.O. 377(E), dated 25.5.1972.

19.

/850In exercise of the powers conferred by sub-section (1) of section 22 of the Personal Injuries (Compensation Insurance) Act, 1963 (37 of 1963), the Central Government hereby makes the following rules, namely:-

1. Short title and extent .-These rules may be called the Personal Injuries (Compensation Insurance) Rules, 1972.

2. Definitions .-In these rules, unless the context otherwise requires,-

(a)"Act" means the Personal Injuries (Compensation Insurance) Act, 1963 (37 of 1963);(b)"Scheme" means the Personal Injuries (Compensation Insurance) Scheme, 1972;(c)"Form" means a Form appended to these rules;(d)"quarter" means a period of three months, commencing on the first day of April, July, October or January.

3. Ascertainment of wages bill .-The wages bill of an employer shall be computed by aggregating the gross cash wages including overtime wages and allowances of all workmen employed by him but shall exclude all that

part of gross cash wages and allowances of individual employees which exceed five hundred rupees per month and bonus paid on profits.

4. Form of policy .-Every policy of insurance referred to in sub-section (2) of section 8 of the Act shall be in Form X.

5. Quarterly advance payment .-The period for the purpose of clause (h) of sub-section (5) of section 8 of the Act shall be a quarter.

6. Date by which policy is to be taken .-An application for taking out a policy of insurance shall be made--

(a)if the employer had been [an] employer for the complete quarter ending the 31st December, 1971, then on or after the 10th June, 1972, and not later than the [31st December] [Substituted by S.O. 710(E), dated 15.11.1972.], 1972.(b)in all other cases, within one month of the employer's having become an employer for one complete quarter.

7. Form and manner of accounts .-An account of all sums received into and paid out of the Fund shall be prepared in Form Y and shall be published annually in the Official Gazette.

8. Period of appeal .-An appeal under sub-section (3) of section 15 of the Act shall be made within ninety days of the determination made under sub--section (1) of that section.

9. Recovery .-The Claims Officer may, on default by an employer, recover an arrear of land revenue any amount payable by the employer and for this purpose the Claims Officer shall be deemed to be a public officer within the meaning of section 5 of the Revenue Recovery Act, 1890 (1 of 1890).

FORM X(See rule 4)Policy Of Insurance Against Liabilities Insurance Under The Personal Injuries (Compensation Insurance) Act, 1963Policy NoThis policy and the specification hereto (which forms an integral part of this Policy) shall be read together as one contract and the words and expressions to which specific meanings have been attached in the Specification shall bear those meanings wherever they may appear.The Specification

The President

The President of India

The Government Agent

The Insured Name

Business Address

Trade or business

Name and address of all
premises or

establishment where

employees covered by the

Act normally work

Date of commencement
of Insurance

Advance against premium Rspaid into the..... Treasury/Reserve
Bank of India/State Bank of India aton the.....day of

.....Whereas the Insured has made and forwarded to the Government Agent a
signed application for insurance, which application the Insured has agreed shall be the basis of this
Policy and has paid the advance premium named above, andWhereas the Insured has agreed that all
the declarations, which he may be making from time to time hereafter, in relation to this policy shall
also be the basis of this policy.Now, this policy witnesseth that in consideration of the premises and
on condition that there shall be duly paid to the President subsequent instalments of advance
premium as the insured may be required to pay in terms of Notification made under sub-clause (2)
of clause 8 of the Personal Injuries (Compensation Insurance) Scheme, 1972, and on condition that
after the period of the present emergency there shall be paid to the President within such time and
in lump sum or in such instalments as may be notified, the final adjustment of premium as may be
required in terms of Notification under the Personal Injuries (Compensation Insurance) Act, 1963.
The President agrees (subject to the provisions contained in the Personal Injuries Compensation
Insurance) Act, 1963, and the scheme and rules made thereunder in respect of the present
emergency which provisions shall so far as the nature of them respectively will permit be deemed to
be conditions precedent to the right of the Insured to recover hereunder that if during the present
emergency any employee to whom the said Act applies shall sustain any personal injury for which
the Insured is liable to pay compensation under the said Act, then the President will indemnify the
Insured against all sums for which the Insured shall be so liable.And it is hereby declared that the
policy shall be subject to the conditions and privileges printed on the back hereof.In witness
whereof, I being duly authorised in that behalf have hereto set my hand for and on behalf of the
President.Signed for and on behalf of thePresident, the..... day of.....Conditions

1. Every notice or communication to be given or made under this policy shall be delivered in writing to the Government Agent.

2. The observance and fulfilment of the terms and conditions of this policy so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and answers in the Application Form and in all the declaration in relation to the policy shall be conditions precedent to any liability of the President to make any payment under this policy.

3. On the happening of any occurrence which may give rise to a claim for payment of compensation under the Act, the insured shall forthwith furnish details of the occurrence including the name of any worker injured or killed, as the case may be, and the name of such workers' father to the Government Agent.

4. If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if any injury is suffered by any employee of the Insured by the wilful act of or with the connivance of the Insured, all benefits under the policy shall be forfeited: Provided that the benefits under the policy shall not be forfeited even though the injury to an employee is sustained in the course of the wilful act and with the connivance of the Insured when the wilful act is done under orders of proper authority, or where the Insured permits certain measures to be taken under orders or proper authority, and if any question arises as to whether any act of the kind mentioned above has been taken under proper authority, the Central Government shall decide the matter and such decision shall be final and fully binding on the Insured.

5. No refund of premium shall be allowed in respect of the policy except as provided by or under the Personal Injuries (Compensation Insurance) Act, 1963 (37 of 1963).

6. In the event of a transfer of interest, this policy may be assigned but such assignment shall not take effect until notice of assignment has been given to the President.

7. The Insured shall at all times take due precautions for the safety of his employees. If the Insured shall fail to comply with any regulations or instructions made or issued under the authority of the Central Government for the safety of his employees, all benefits under the policy shall be forfeited.

8. If in his application for the insurance effected by the policy; and in subsequent declarations, the Insured shall have intentionally made a material mis-statement as to the number of his employees and their wages and allowances all benefits under the policy shall be forfeited.

9. 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 an authorised representative of the President or of the Government Agent to inspect such records.

10. If at any time before the date of expiry of the present emergency the employer ceases to be an employer to whom the Act applies he shall not be required to pay any instalments of advance premiums that may be notified thereafter but a final adjustment premium as on the date on which he ceases to be employer shall be payable in such manner and on such date (being not earlier than two months from that date) as may be required by the President and the policy shall cease to have effect in respect of any personal injury sustained by any employee of the employer after the date on which he ceases to be an employer to whom the Act applies:

Provided that if the employer so applies within a month of that date and if the President agrees, the policy may be transferred in the name of such other person (being an employer to whom the provisions of the Act apply) under whom the majority of the employees of the insured have been transferred. If such transfer is agreed to, the provisions of condition 6 will apply.

FORM Y Account Of Sums Received Into And Paid Out Of The Personal Injuries (Compensation Insurance) Fund During The Year Ending

Receipts		Expenditure	
	Amount	Progress of receipts up to the end of.....	Progress of Amount expenditure up to the end of.....
Rs.P.	Rs.P.	Rs.P.	Rs.P.
1. Advances of Premium			1. Compensation under the Personal Injuries (Compensation Insurance) Scheme.
2. Advances from General Revenue under Section 12(3)			2. Remuneration and expenses of Government Agent and cost of forms.
3. Miscellaneous receipts			3. Expenses of the staff employed to do the work in the States and at the headquarters of the Central Government.

4. Expenses of the additional staff employed to cope with the audit and accounting arrangements.
5. Repayments of advances made under clause 12 of the Personal Injuries (Compensation Insurance) Scheme.
6. Miscellaneous expenditure showing details if necessary.